



Department of Energy
Richland Operations Office
P.O. Box 550
Richland, Washington 99352

MAY 03 2001

01-PRO-393

Mr. R. D. Hanson, President
Fluor Hanford, Inc.
Richland, Washington 99352

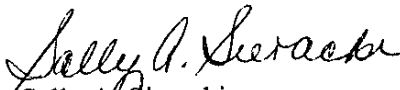
Dear Mr. Hanson:

CONTRACT NO. DE-AC06-96RL13200 – CONTRACT MODIFICATION M128

Enclosed for your files is a fully executed original Contract Modification Number M128.

Should you have any questions, please contact me at (509) 376-7265, or Alan Hopko at
(509) 376-2031.

Sincerely,


Sally A. Sieracki
Contracting Officer

PRO:AEH

Enclosure

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. M128		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Richland Operations Office 825 Jadwin Avenue, MSIN A7-80 Richland, WA 99352		CODE	7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Fluor Hanford, Inc. 2420 Stevens Center PO Box 1000 Richland, WA 99352				(✓)	9A. AMENDMENT OF SOLICITATION NO.	
					9B. DATED (SEE ITEM 11)	
					10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-96RL13200	
					10B. DATED (SEE ITEM 13) 08/06/96	
CODE		FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A \$0.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

This modification makes the changes listed on page 2

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print) Ron D. Hanson, President and Chief Executive Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) ALAN HOPKO CONTRACT SPECIALIST	
15B. CONTRACTOR/OFFEROR Ron D. Hanson (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA BY Alan Hopko (Signature of Contracting Officer)	
15C. DATE SIGNED 4-26-01 LEGAL		16C. DATE SIGNED 4-30-01	

- A. Contract Section C is revised to incorporate new subparagraphs 6 and 7 in C.4.5 which is also renamed "Environmental Monitoring, Permitting and Compliance", to add updated language for C.5.7, Employee Concerns Program, and to add Bechtel National, Inc. to the list of Other Contractors as paragraph C.6.6. Replacement Section C incorporating these changes is attached.
- B. Contract Clause F.2 is corrected to show the current Period of Performance beginning on October 1, 2000. Replacement Page F-2 is attached.
- C. Contract Clause H.45 is revised by the addition of Fiscal Year 2001 language. Replacement pages H-38 and H-39 with this revised language are attached.
- D. Contract Clause I.74 FAR 52.243-2 CHANGES--COST REIMBURSEMENT (AUG 1987) ALTERNATE II (APR 1984) is revised to remove the "Note" that was unintentionally included at the end of the clause. Replacement page I-110 is attached.
- E. Contract clause I.113 DEAR 952.247-70 FOREIGN TRAVEL (FEB 1997) is replaced with clause I.113 DEAR 952.247-70 FOREIGN TRAVEL (MARCH 2000). Replacement pages I-v and I-161 showing this replacement are attached.
- F. Contract Section J Appendix C, DOE Directives, is updated. This update corrects DOE O 5400.1, General Environmental Protection Program to read DOE O 5400.1, Change 1, General Environmental Protection Program, deletes these documents-- DOE O 110.3, Conference Management; DOE M 435.1-1 Radioactive Waste Management Manual, DOE O 470.1-1, Safeguards and Security Program; DOE M 472.1-1, Personnel Security Manual; SEN-35-91, Nuclear Safety Policy; and DOE/RL-94-55, Hanford Analytical Services QA Plan-- and identifies the DOE Directives that include a Contractor Requirements Document (CRD). Updated Appendix C is attached.
- G. Contract Section J, Appendix I, Small Business Subcontracting Plan, is updated. This update incorporates the Small, Small HUBZone, Small Disadvantaged and Woman-Owned Small Business Subcontracting Plan (Revision March 27, 2001) for Fiscal Year 2001, copy attached.
- H. Contract Section J, Appendix N, Special Bank Account Agreement for Use with the Checks - Paid Method of Letter of Credit Financing, is updated. This update incorporates a copy of the Bank Account Agreement for the period October 1, 2000 through September 30, 2001, copy attached.

PART I - THE SCHEDULE

SECTION C STATEMENT OF WORK

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C.1 SUMMARY DESCRIPTION OF WORK

The Hanford Site has two major missions: (1) cleanup, and (2) science and technology. There are two major Office of Environmental Management (EM) programs associated with cleanup. The first is the River Protection Project (RPP), which entails cleanup of Hanford Site high-level waste, and is managed by the DOE Office of River Protection (ORP). The second is Project Hanford, which entails cleanup of the remainder of the Hanford Site, and is managed by the DOE Richland Operations Office (RL). This contract pertains to the cleanup activities associated with Project Hanford.

The Project Hanford Management Contractor ("Contractor") shall be responsible for planning, integrating, managing, and executing its projects, services, and other activities at the Hanford Site as described in the Contract. The Contractor shall be responsible for interfacing and coordinating with other Hanford Site Prime Contractors in the performance of its work. Where other Hanford Site Prime Contractors use infrastructure and services furnished by the Government through the Contractor, the Contractor shall integrate their requirements into Project Hanford Management Contract (PHMC) requirements.

The Contractor shall execute its projects and conduct its business in such a way as to successfully achieve the following outcomes, which flow from the Hanford Strategic Plan:

- Restore the River Corridor for multiple uses
- Transition the Central Plateau to support long-term waste management
- Use our assets to solve local, regional and global problems.

Successful achievement of the outcomes cited above shall require that the Contractor successfully accomplish the following:

- Protect worker safety and health, public safety and health, and the environment
- Provide effective leadership & management (operations and financial management)
- Provide timely and accurate management response to both internal and external Hanford customers

Specific performance objectives, measures, and expectations are detailed in Section J, Appendix D.

The Contractor shall integrate safety and environmental awareness into all activities, including those of subcontractors at all levels. Work must be accomplished in a manner

that achieves high levels of quality, protects the environment, the safety and health of workers and the public, and complies with requirements. The Contractor shall identify hazards, manage risks, identify and implement good management practices, and make continued improvements in environmental, safety, health, and quality (ESH&Q) performance.

The Contractor shall seek ways to streamline work processes by the use of necessary and sufficient standards and requirements.

The Contractor shall furnish, or cause to be furnished, all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government), and otherwise do all things necessary for, or incident to, providing its best efforts so as to carry out in an efficient and effective manner all necessary work set forth in this Contract.

The following sections provide an overview of the projects and site-wide services considered part of the Contractor scope of work. Details are contained in the EM Site Specification, which shall be used by the Contractor in planning and executing its work. The Specification shall be maintained under configuration control and the Contract need not be modified by changes in the Specification unless those changes specifically modify the work or intent of the Contract. If any discrepancies exist between the Specification and Contract, the Contract shall prevail. *(Note: Some of the services cited below are site-wide services.)*

C.2 TRANSITION THE CENTRAL PLATEAU

This section provides an overview of the projects and site-wide services considered part of the Central Plateau scope of work. The 200 Area Plateau consists of three major outcome elements – remediation of remedial action sites and structures; treatment, storage and disposal of onsite wastes; and stabilization, storage and disposition of onsite special nuclear materials in the plutonium finishing plant complex.

C.2.1 Fast Flux Test Facility (FFTF)

The FFTF Project mission is to manage the FFTF Complex and the Fuels and Materials Examination Facility (FMEF) in a condition consistent with the Nuclear Infrastructure Programmatic Environmental Impact Statement (NI-PEIS) Record of Decision (ROD). The ROD is expected in January 2001. The NI-PEIS outlines two proposed alternatives for the FFTF: 1) restart the facility to support isotope production, Pu-238 production, and nuclear energy research and development (R&D), or 2) shutdown the facility. In either case the facilities will be maintained within the approved Authorization Agreement. Below are the major work scope activities associated with either a reactor restart or a reactor shutdown decision. The Contractor shall execute one of the following alternatives, depending upon the path forward alternative ultimately selected by the DOE.

Restart:

- Re-energize the systems that were deactivated
- Design, construct and install the system upgrades, including the Radioisotope Rapid Retrieval (R³) system
- Refuel the reactor core
- Conduct an Operational Readiness Review

Shutdown:

- Procure additional Interim Storage Casks (ISCs)
- Wash the remaining fuel and store the fuel in ISCs
- Drain the sodium from the reactor vessel, heat transport loops, and the two fuel storage vessels; store the retrieved sodium in the Sodium Storage Facility
- Shut down the auxiliary systems

Contract Period Endpoints: By September 2006 the Fast Flux Test Facility will have completed the following activities, assuming a January 2001 Record of Decision (ROD) and a flat funding profile of \$42M per year:

Continued Standby

- Complete Health of Facility work phases (three per fiscal year) while maintaining required staff.
- Complete repairs and upgrades to the Solid Waste Cask.
- Complete upgrades to the Sodium Removal System.
- Complete upgrades to the Closed Loop Ex-Vessel Handling Machine.

Restart

- Complete Health of Facility work phases (three per fiscal year) while maintaining and/or increasing required staff.
- Complete the design of isotope production and retrieval equipment.
- Complete upgrades to the control systems for Closed Loop Ex-Vessel Handling Machine and Sodium Removal System and complete limited preventive and corrective maintenance on fuel handling systems.
- Develop a bottoms-up detailed cost estimate and schedule for restart.

Shutdown

- Complete Health of Facility work phases (three per fiscal year) while maintaining required staff.
- Complete secondary heat transport sodium drain, to include completing the upgrades to the Closed Loop Ex-Vessel Handling Machine.
- Complete repairs and upgrades to the Solid Waste Cask.
- Complete procurement of 50% of the needed Interim Storage Casks.

- Complete procurement of the reactor vessel sodium drain pump.

C.2.2 Waste Management

The mission of the Hanford Waste Management Project is to provide safe, compliant, and cost-effective waste management services for the Hanford Site and DOE complex. These services include solid waste storage, treatment and disposal and management of liquid effluents. In addition, the Project provides crosscutting support services including waste generator services, and transportation and packaging (including shipment to the Waste Isolation Pilot Project). The Contractor shall provide waste management products and services as further described in the sections below.

C.2.2.1 Waste Disposal

The work scope addressed in this section pertains to wastes provided by Hanford Site generators as well as all offsite generators approved by RL. The Contractor shall:

- 1) Dispose of the baseline forecasted volume of DOE titled Low Level Waste (LLW).
- 2) Dispose of the baseline forecasted volume of DOE titled mixed waste.
- 3) Dispose of the Department of Defense (DOD) title mixed waste provided for disposal.
- 4) Implement and support Waste Management Program Environmental Impact Statement (WMPEIS) decisions as required.
- 5) Support development and approval of the Solid Waste Environmental Impact Statement.

C.2.2.2 TRU Waste Retrieval

The Contractor shall retrieve drums of suspect TRU or RINM containers from the Low Level Burial Ground (LLBG).

C.2.2.3 Liquid Effluent Management

The Contractor shall:

- 1) Complete 242-A evaporator campaigns.
- 2) Operate 200 Treated Effluent Disposal Facility (TEDF) to meet 200 Area radiological industrial waste needs.
- 3) Maintain Liquid Effluent Retention Facility (LERF) Basin inventories.

- 4) Support other RCRA and CERCLA wastewater generators as required by RL.

C.2.2.4 Hazardous Waste

The Contractor shall maintain active commercial contracts for the commercial treatment and disposal of all Hanford Site generated Hazardous waste. Hazardous waste leaving the Hanford site for disposal must follow RL approved radiological moratorium limits. Disposal of hazardous waste in foreign countries is not authorized.

C.2.2.5 Facility Operations

The Contractor shall:

- 1) Operate the Central Waste Complex to provide safe storage of provided wastes. The CWC shall remain a contamination free facility. Operate the Waste Encapsulation and Storage Facility (225-B complex) to safely store the Cesium/Strontium (Cs/Sr) capsules.
- 2) Operate the Waste Receiving and Processing Facility (2336-W) to support waste verification, inspection, repackaging, and treatment of contact handled TRU, mixed TRU, LLW, and MLLW.
- 3) Maintain T Plant Complex capabilities to support Hanford decontamination needs, waste storage, repackaging and waste verification requirements, TRU characterization (headspace gas sampling), and waste treatment activities

C.2.2.6 TRU Waste Processing/Certification

The Contractor shall:

Certify (and process as needed) TRU Waste to WIPP requirements including, but not limited to:

1. WIPP Waste Acceptance Criteria
2. WIPP Hazardous Waste Permit
3. TRAMPAC
4. TRUPACT-II SARP
5. CAO Quality Assurance Program Document

Support of offsite generated TRU waste shall be managed per RL direction.

C.2.2.7 Generator Services and Management Activities

The Contractor shall:

- 1) Update the Solid Waste Acceptance Criteria (EP-0063) yearly. Updates will incorporate changes to the Performance Assessments, Composite analysis, Permits, and state, local, and federal laws and regulations.
- 2) Implement the requirements of the 435.1 Implementation Plan.
- 3) Update SWIFT report yearly; adjust every 6 months (at a minimum).
- 4) Support waste treatment/storage/disposal requests from all generators approved by RL.
- 5) Develop and implement a detailed strategy for processing all legacy and newly generated waste to be provided to the program by onsite and offsite generators. The strategy shall include plans to treat and dispose legacy LLW/MLLW in the Central Waste Complex within the timeframe of the Strategic Options Study. Initiate technology development/special contractual needs to ensure that the waste can be treated to the above timetable. Update Waste Management Strategic Plan on a yearly basis.

C.2.2.8 High Level Waste (HLW) Management

The Contractor shall:

- 1) Maintain Waste Encapsulation and Storage Facility (225-B complex) for storage of Cs/Sr capsules until requested by ORP.
- 2) Manage the Canister Storage Building (212-H complex). Management will include SNF and ORP generated HLW.

C.2.2.9 Low Level Waste (LLW) Mixed Waste Processing

The Contractor shall:

- 1) Maintain Central Waste Complex (CWC) inventory.
- 2) Treat mixed waste each year starting in FY02 from existing inventory in the CWC or from newly generated Hanford Site Waste. All legacy waste, where treatment capacity exists, shall be treated for disposal by 2006.
- 3) Treat all existing quantities of stored CWC non-regulated LLW.
- 4) Support and implement the LDR Management plan.
- 5) All newly generated waste will be disposed within one year of treatment.

C.2.2.11 Waste Management Requirements

- 1) Changes to EP-0063 will be approved by the RL COR prior to usage. All waivers/exceptions to EP-0063 will be approved by the RL Program Office
- 2) Disposal is per EP-0063 (Solid Waste Acceptance Criteria), the Performance Assessments, and the Composite Analysis
- 3) Comply with Disposal Authorization Statement requirements, as amended
- 4) Treatment may include onsite facilities, use of other DOE facilities, commercial facilities, or any combination thereof.

C.2.3 Spent Nuclear Fuel Project

The Spent Nuclear Fuel (SNF) mission supports the Hanford Site mission to clean up the Site by providing safe, cost effective, and environmentally sound management of Hanford Site SNF. Current SNF project planning relocates the fuel to interim on-site storage on the Central Plateau, initiates interim storage, and deactivates the 100 K Area facilities.

The Contractor shall implement/execute the SNF Project, which includes the following work scope:

- 1) Address all the Hanford Site spent nuclear fuel, as defined in Hanford Spent Fuel Inventory Baseline, WHC-SD-SNF-TI-001.
- 2) Manage and operate all 100-K SNF Storage Basin facilities, associated operations, and equipment continuously through facility transfer to River Corridor contractor. Perform activities at the 100 K Area until the spent nuclear fuel, debris, water, sludge, and any other material have been removed from the K Basins to a degree necessary for facility transition to the River Corridor contractor.
- 3) Manage and perform transfer and transport of all waste products from SNF related facilities to interim or final disposition facilities. Perform treatment of waste products as required.
- 4) Manage and operate all new or modified Hanford Site SNF facilities (Cold Vacuum Drying [CVD] and Canister Storage Building [CSB]) associated with receipt, stabilization, and interim storage of SNF before staging for final spent fuel disposition. Acquire SNF interim storage facilities as required.
- 5) Manage and perform transfer and transport of Hanford's non-defense production reactor spent fuels from custodian facilities to the 200E Interim Storage Area;

- 6) Manage and perform all the Hanford Site SNF stabilization, handling, and onsite transfer activities to achieve safe, interim storage in preparation for eventual SNF disposition;
- 7) Manage and perform deactivation of the K Basins and the CVD facility, and interim stabilization and storage facilities to a condition that meets requirements for transfer to the River Corridor contractor per document number SNF-4961 (Functions and Requirements for the Transition Project).

Contract Period Endpoints:

Memorandum of Agreement with receiving program to be developed documenting guidance on transfer criteria and protocol.

- Remove all spent nuclear fuel, sludge, debris (including canisters, racks, etc.) and water from K Basins.
- Deactivate CVD Facility and K Basins Facility

C.2.4 Nuclear Material Stabilization (NMS) Project

The NMS mission is to provide safe and secure storage of Special Nuclear Material (SNM), Nuclear Material (NM), and Nuclear Fuel (NF) until these materials can be transferred to another facility, sold, or dispositioned. The NMS Project is responsible for all activities associated with plutonium stabilization, deactivation, surveillance and maintenance and demolition of the Plutonium Finishing Plant (PFP).

The Contractor shall implement/manage/execute the Nuclear Material Stabilization (NMS) Project, which includes the following work scope:

- 1) Address all plutonium-bearing material that has been assigned to the NMS Project.
- 2) Manage and operate assigned facilities subsequent to transfer for final disposition.
- 3) Support the DOE and the U.S. State Department in fulfilling their nuclear non-proliferation objectives; and provide support for all on-site International Atomic Energy Agency visits and activities and nuclear material transactions.
- 4) Maintain the inventory of plutonium-bearing material in safe and highly secure storage pending stabilization and/or final disposition.
- 5) Stabilize and repackage plutonium-bearing material as needed for safe, interim storage and to meet customer requirements for future reuse, long-term storage, or final disposition.
- 6) Complete all Plutonium Stabilization under DNFSB recommendations 94-1 and 2000-1 by May 31, 2004.

- 7) Ship PFP material inventory to DOE-designated locations outside the PFP complex.
- 8) Manage and perform facility stabilization activities to prepare facilities for ultimate disposition. These activities may include but are not limited to deactivation, decontamination, dismantlement, size reduction, packaging, and shipping for final disposition NMS Project process equipment, support systems, and structures. Such systems, equipment, and structures may include but are not limited to:
 - a) Process plumbing;
 - b) Chemical process systems;
 - c) Process ovens;
 - d) Transfer and transport systems;
 - e) Gloveboxes;
 - f) Filter boxes;
 - g) Ducting;
- 9) Manage and perform all waste cleanup, packaging, treatment, transport, and disposal activities in support of NMS and facility operation, stabilization, transfer, and demolition activities;
- 10) Monitor NMS associated waste sites, gaseous effluent releases, and liquid effluents not covered by the Central Plateau Facility Stabilization Project.

Contract Period Endpoints:

Stabilization:

Complete stabilization of all Plutonium (Pu) in DNFSB 94-1 and 2000-1:

- Complete solution stabilization;
- Complete polycube stabilization;
- Complete Pu residue stabilization;
- Complete Pu oxide/metals/alloys stabilization;

Deactivation:

- Complete legacy Pu holdup removal to the agreed-to base quantities and de minimus level specified in Section J, Appendix D.

C.2.5 Central Plateau Facility Stabilization Project (FSP)

The primary Central Plateau FSP mission is to stabilize contaminated facilities on the Hanford Site Central Plateau, decontaminate and decommission selected facilities, and demolish selected facilities. Facility stabilization activities may include, but are not limited to, performing characterization and survey, waste removal or stabilization, structural and geologic stabilization; surveillance and maintenance, interim operation and management, deactivation and decommissioning, and demolition activities.

The Central Plateau Facility Stabilization Project mission includes providing minimum safe surveillance and maintenance of facilities on the Central Plateau to reduce risks to workers, the public, and the environment, until they are transitioned to a low cost, long term surveillance and maintenance state and ultimately demolished.

The Contractor shall implement/manage/execute the Central Plateau FSP, which includes the following work scope:

- 1) Address all surplus facilities in the 200 Area that have been assigned to the Central Plateau FSP.
- 2) Manage and operate assigned facilities subsequent to transfer to the Central Plateau FSP and preparatory to final disposition.
- 3) Manage and perform facility stabilization activities to prepare facilities determined (by RL) to be eligible for reuse. Such reutilization may include but not be limited to Hanford site reutilization, reutilization in support of economic development, or transfer to other governmental agency.
- 4) Manage and perform facility stabilization activities to prepare facilities for ultimate disposition or transfer to a demolition contractor.
- 5) Manage and perform all waste cleanup, packaging, treatment, transport, and disposal activities in support of facility stabilization, transfer, and demolition activities in the 200 Area for assigned facilities.
- 6) Monitor assigned 200 area waste sites, gaseous effluent releases, and liquid effluents. *Note: This excludes waste sites, gaseous effluent releases and liquid effluents assigned to Office of River Protection.*
- 7) Perform and manage 200 area groundwater monitoring well installation, maintenance, and monitoring

Contract Period Endpoints:

Memorandum of Agreement with receiving program to be developed documenting guidance on transfer criteria and protocol.

- 224T fully characterized, (TRUSAF)
- 242 B/BL fully deactivated
- 222U fully deactivated
- 222T fully deactivated

C.3 RESTORE THE RIVER CORRIDOR

This section provides an overview of the projects and site-wide services considered part of the River Corridor scope of work. Hanford's River Corridor area lies parallel to the Columbia River. Successful clean up of the river corridor will allow for much of the area to be available for other uses and shrink the site footprint for active Hanford clean up operations to the Central Plateau.

C.3.1 Advanced Reactors Transition (ART)

Advanced Reactors Transition consists of the NE Legacy Facilities and the 309 Building/Plutonium Recycle Test Reactor (PRTR). The NE Legacy Facilities include the 335 Building, the 3718M Building, and the 337 High Bay, all located in the southeast section of the 300 Area. The mission of the ART project is to provide surveillance and maintenance and perform deactivation of these areas.

The Contractor shall implement/manage/execute the Advanced Reactors Transition project, which includes the following work scope:

- 1) The management, operation, surveillance and maintenance of the 309 facility.
- 2) Manage the non-radioactive sodium.
- 3) Manage and perform facility preparation activities to prepare facilities determined (by RL) to be eligible for reuse. Such reutilization may include but not be limited to Hanford site reutilization, reutilization in support of economic development, or transfer to other governmental agency.
- 4) Manage and perform facility stabilization activities to prepare facilities for ultimate disposition.
- 5) Manage and perform all waste cleanup, packaging, treatment, transport, and disposal activities in support of facility stabilization, transfer, and demolition activities in the ART project facilities.
- 6) Monitor waste sites, gaseous effluent releases, and liquid effluents from or related to ART project facilities.

Contract Period Endpoints:

Memorandum of Agreement with receiving program to be developed documenting guidance on transfer criteria and protocol.

Deactivate and Decontaminate the PRTR/309 Building. Activities include but are not limited to completion of:

- Cleanout and stabilization of the Fuel Transfer Pit

Complete disposition of the non-radioactive sodium. Activities to be completed include but are not limited to:

- Continue removal, treatment, packaging, and shipment of all controls and piping for final disposal

C.3.2 100 Area River Corridor Project (RCP)

The 100 Area RCP is responsible for all facility stabilization activities related to the 100 Area surplus reactor sites, the Spent Nuclear Fuel (SNF) storage basins, and SNF handling, treatment, and waste management facilities not included in Section C.2.5 above. Facility stabilization activities may include, but are not limited to, performing characterization and survey, waste removal or stabilization, structural and geologic stabilization; surveillance and maintenance, interim operation and management, deactivation and decommissioning, and demolition activities.

The Contractor shall implement/manage/execute the 100 Area RCP, which includes the following work scope:

- 1) Address all surplus facilities in the 100 Area that have been assigned to the 100 Area RCP.
- 2) Manage and operate assigned facilities subsequent to transfer to the 100 Area RCP and preparatory to final disposition;
- 3) Manage and perform facility stabilization activities to prepare facilities determined (by RL) to be eligible for reuse. Such reutilization may include but not be limited to Hanford site reutilization, reutilization in support of economic development, or transfer to other governmental agency;
- 4) Manage and perform facility stabilization activities to prepare facilities for ultimate disposition;
- 5) Manage and perform all waste cleanup, packaging, treatment, transport, and disposal activities in support of facility stabilization and transfer activities in the 100 Area for assigned facilities.

- 6) Monitor 100 area waste sites, gaseous effluent releases, and liquid effluents.

Contract Period Endpoints:

Memorandum of Agreement with receiving program to be developed documenting guidance on transfer criteria and protocol.

C.3.3 300 Area River Corridor Project (RCP)

The 300 Area RCP is responsible for all facility stabilization activities not included in Section C.2.5 (Central Plateau) or C.3.1 (ART) above, in the 300 Area including: uranium disposition, clean up of former fuel supply facilities, deactivation of former research facilities and demolition of facilities. Facility stabilization activities may include, but are not limited to, performing characterization and survey, waste removal or stabilization, structural and geologic stabilization, surveillance and maintenance, interim operation and management, deactivation and decommissioning, and demolition activities.

The Contractor shall implement/manage/execute the 300 Area RCP prior to transition to an RCP contractor, which includes the following work scope:

- 1) Address all surplus facilities in the 300 Area that have been assigned to the 300 Area RCP.
- 2) Manage and operate assigned facilities subsequent to transfer to the 300 Area RCP and preparatory to final disposition;
- 3) Manage and perform facility stabilization activities to prepare facilities determined (by RL) to be eligible for reuse. Such reutilization may include but not be limited to Hanford site reutilization, reutilization in support of economic development, or transfer to other governmental agency.
- 4) Manage and perform facility stabilization activities to prepare facilities for ultimate disposition.
- 5) Manage and perform all waste cleanup, treatment, packaging, transport, and disposal activities in support of facility stabilization, transfer, and demolition activities in the 300 Area for assigned facilities. This project is also responsible for the operation and transition of the 340 Liquid Waste Handling Facility and the operation of the 310 Treated Effluent Disposal Facility (TEDF).
 - a) Operate the 310 TEDF to meet 300 Area industrial waste needs.
 - b) Maintain 310 TEDF as a non-radiological facility.
- 6) Monitor assigned 300 Area waste sites, gaseous effluent releases, and liquid effluents.

Contract Period Endpoints:

Note: definitions are provided in 300 Area Accelerated Closure Plan (ACP) and only abbreviated herein at the end of this section.

Memorandum of Agreement with receiving program to be developed documenting guidance on transfer criteria and protocol.

Complete Zone D ACP activities including but not limited to:

- D&D of building/structure 3902A

Complete Zone C ACP activities including but not limited to:

- Complete 305B RCRA closure

Complete Zone F ACP activities including but not limited to:

- D&D of building/structure 3902B

Complete Zone B ACP activities including but not limited to:

- Relocation for Building 313
- D&D of building/structure 303K

Continue Zone H ACP activities including but not limited to:

- Continue deactivation of 327 building

Complete Zone K ACP activities including but not limited to:

- Continue deactivation of building 324
- Complete B-Cell mixed waste cleanout and ship waste

Miscellaneous

- Prepare and issue EE/CA #1 to cover zones D, C, B, E and G.
- Complete Cultural Resource review
- Complete transfer of uranium billets to Portsmouth
- Complete disposition of contaminated fuel.
- Initiate design for utilities and infrastructure relocation.

Abbreviated ACP definitions:

Relocation: relocation of the operations and staff displaced by the accelerated closure of the 300 Area, providing any temporary facilities required to support the 300 Area, and including buy-out of Johnson Controls Inc. - owned capital equipment.

Utilities/Infrastructure: planning and construction required to supply utilities to the 300 Area buildings that will remain after execution of the 300 ACP; planning for and removal of various above-ground utilities; and the isolation and removal of utilities in support of deactivation, D&D, and remedial action.

Deactivation: includes all activities necessary to take a facility from the point at which the facility mission has been terminated and the related programs and mission staff moved from the facility, to the point at which it is ready for D&D. These activities include, but are not limited to, the identification and removal of hazardous and radioactive waste, chemicals, oils, and holdup materials, as well as all equipment/systems that can be removed without building demolition.

Decontamination and Decommissioning (D&D): includes all activities necessary to take the facility from the point at which deactivation has been completed to the point at which total demolition and removal of the facility, utilities and infrastructure, and the resulting waste and debris is complete. These activities include, but are not limited to, radiological surveys, decontamination, asbestos removal, facility demolition, waste removal, waste disposal, and site restoration.

C.4 SITE INTEGRATION AND INFRASTRUCTURE

- Management and Integration
- Information Technology
- Landlord and Site Services
 - Landlord Project
 - Site Services and Infrastructure
 - Emergency Management/Preparedness Services
 - Fire Services/Fire Protection
 - Analytical Services
- Waste Minimization
- Traffic Manager
- Environmental Monitoring
- HAMMER
- Safeguards and Security

C.4.1. Management and Integration

Provides for the management and integration activities required to ensure that all EM project work is done in a consistent, comprehensive, and integrated fashion. It includes the planning and integration activities, and information technology,

C.4.1.1. Site Planning

The Contractor shall:

- 1) Perform planning based on the requirements, interfaces, endpoint targets and performance objectives provided in DOE guidance. This planning activity shall utilize systems engineering techniques that assure the Contractor's workscope is integrated.
- 2) Support required revisions of the Hanford Strategic Plan and will participate with other DOE Prime Contractors, regulators, stakeholders, and HQ-EM, in strategic situation analysis, integrated baseline development discussions and issue definition and resolution. This planning shall look beyond the period of this contract to the life-cycle of the projects associated with the Contract workscope.
- 3) Maintain an integrated life-cycle baseline which reflects: (a) the technical scope of work specified in this Contract, (b) project/program schedules with critical paths identified, and (c) a validated cost profile based on a resource-loaded schedule.
- 4) Use industry-proven methodology, which will interface with DOE specific management information systems, in the preparation of this technical, schedule and cost baseline. The baseline shall be the basis for budget development, input to risk analysis, and prioritization of work. The baseline will be updated and maintained in the Contractor's management system. Specifically, the Contractor shall:
 - (a) Organize the technical scope of work to be planned, managed, integrated, and reported using conventional project management techniques. The Contractor shall develop and use a Work Breakdown Structure (WBS) that will map to the Hanford EM WBS (PBS Structure).
 - (b) Implement, maintain, and integrate into management systems a comprehensive set of systems engineering principles and techniques, which supports the management and integration of workscope activities under the authority of the PHMC. The Contractors' selected approach to systems engineering should be based on best industry practices and should utilize a graded approach, as necessary. This should include, but not limited to such activities as risk analysis, mission analysis and requirements management.

- (c) Use a "graded approach" to determine applicable sets of requirements for use in design, management and operation of the individual facilities, and execution of projects and programs, with due consideration for industry standards, elimination of redundant requirements, value added, and the level of risk associated with each facility or program.
 - (d) Incorporate the requirements of the National Environmental Policy Act (NEPA) into the planning process for activities covered in this Contract.
 - (e) Provide support to the DOE planning process. Conduct studies and analyses of Hanford sitewide systems and information, which supports RL's internal and external management needs. The Contractor shall provide support in (1) corporate strategic planning, (2) policy formulation, (3) management information systems development, and (4) baseline management and reporting. Studies and analyses include identification and development (in conjunction with DOE) of breakthroughs that significantly improve baseline performance and lifecycle costs or improve work processes.
- 5) Translate specific fiscal year guidance from the Contracting Officer into direction for updating baselines of each project and site service. [Note: DOE must approve the baselines and the supporting documentation before the Contracting Officer authorizes the commencement of work.]
- 6) Work responsively with DOE-RL, DOE-ORP and other site contractors to establish and maintain Interface Control Documents (ICDs) and Interface Description documents that effectively define the various interfaces (e.g. interfaces between processes, systems and facilities). These documents shall clearly define the roles and responsibilities of the various parties (DOE and Contractor) with respect to the interface. The Contractor shall, using a graded approach, maintain configuration control of these documents. The Contractor shall, as requested by DOE, provide input into interface management process documentation, establish ICDs or Memoranda of Understanding and do planning for future workscope that may be beyond the term of the current contract.

Once interface documents are established, the Contractor will comply with the interface agreements and will utilize the approved change control process to change the interface documents. DOE, as the integrator, shall be the final decision authority for any interface issue not resolved between the Contractors. Once approved, interface document requirements will be incorporated into the integrated site baseline.

C.4.1.2 Management Systems

The Contractor shall:

- 1) Establish and maintain management systems to ensure that the Contract work is managed in accordance with best business practices, to promote integration, enhance customer and stakeholder confidence, provide accurate and timely information for proactive decision-making, and ensure worker and public safety and protection of the environment. Systems and methodologies shall be established to identify, evaluate, and manage risks, and establish priorities based on project life-cycle considerations.
- 2) Obtain, integrate, analyze, report and maintain appropriate and accurate PHMC information to support DOE in the integration and management of the Hanford Site. This information includes, but is not limited to, data critical to effective management of the Hanford Site such as movement of wastes on or off the site, compliance with regulatory action assignments, or utilization of site services.
- 3) Maintain a plan that describes the management approach and execute the Contract in accordance with the plan. The plan shall include a detailed description of the proposed management system and cover the elements required to achieve integrated technical, cost, and schedule control and reporting and employment of Best practices.

The management system shall reflect the following:

- (a) Management, control, and reporting of technical, schedule, cost, and financial elements of the Project Hanford life-cycle baseline and the supporting execution plans of project and site services activities, as required by the Earned Value Management System clause of this contract, including:
 - (i) Appropriate change control processes which ensure documentation of all monitored elements of the baseline are maintained up-to-date. These processes include the configuration baseline of all technical systems and structures, and include revision to the baseline and critical path as appropriate upon approval of changes. Any change request that impacts the Specification shall be submitted with sufficient detail to allow DOE to update it.
 - (ii) Tracking and measuring tools to provide DOE continual assessment of Contractor and subcontractor performance against the baseline;
 - (iii) Tools which allow the evaluation of the consequences (technical, cost, and schedule) of new information, alternative activities, and/or new financial scenarios;

- (iv) Estimating procedures based on proven commercial techniques, such as activity-based cost estimating and benchmarking against industry standards, providing DOE with cost estimates, which can be independently validated;
 - (b) Provide DOE with appropriate integrated financial, schedule, and critical path analysis, and activity tracking data to effectively manage their baselines through automated reporting emphasizing performance measurements, change control, and trending data. This system shall support DOE's ability to both control and report direct and indirect costs in a manner satisfactory to DOE.
 - (c) Maintain flexible information systems compatible with DOE information systems, including reporting, budget, and financial systems, and allow efficient data interchange among site contractors and DOE. Information systems should be compatible with DOE Integrated Planning, Accountability, and Budgeting System-Information System. Identify and maintain configuration control of all data source systems that feed cost, schedule, technical, financial and waste reporting systems.
 - (d) Enhance the ability to accommodate electronic transfer of data between a diverse set of hardware, software, and communication platforms. Use standard data definitions, time schedules, and rules for the provision of information to the MIS to ensure accuracy and consistency. All data and information provided to DOE relating to the Contractor or the subcontractors shall be prepared using common and consistent definitions, principles, and methodologies (e.g., Full-Time Equivalent [FTE] employees).
 - (e) Use a centralized system of reporting unusual occurrences, near misses, etc., and ensure that lessons to be learned from such occurrences are provided to DOE, the Contractor, and subcontractor workforces.
 - (f) Maintain a comprehensive management and technical oversight program that demonstrates through objective evidence that management at all levels is routinely and actively engaged in verifying that resources are efficiently utilized. Maintain a corrective action program, including tracking of issues thus developed and lessons-learned program effectiveness.
- 4) Maintain a configuration management system based on industry consensus standards, which with other management tools, such as change control, assures a sound technical basis for the PHMC life-cycle baseline. Configuration Management will be specifically addressed in the management and integration plan as part of the integrated management system.

- 5) Provide to DOE via a computerized file, periodic accounting entries regarding government property acquisitions, dispositions, and monthly depreciation charges. These entries shall provide consistent information and allow reconciliation of the Contractor's detailed property records.

C.4.1.3 Manage and Integrate Resources

The Contractor shall manage and integrate its resources for optimal achievement of the outcomes set forth in C.1 above. The Contractor shall:

- 1) Support the annual budget submission process by working with DOE and other prime contractors to develop budget formulation documentation.
- 2) Be responsible for optimal integration of their assigned workscope. This integration includes coordination with other site contractors, preparation of required documentation, and loading of data into required DOE information systems to support DOE planning and budget cycles. Where specifically assigned, the Contractor shall also support DOE in integration of sitewide planning and budget documentation.
- 3) Provide leadership, project, and personnel management skills necessary to ensure compliance with the Hanford Site goals and the Tri-Party Agreement (TPA), and to motivate the workforce to:
 - (a) Achieve quality work performance;
 - (b) Mandate attention to worker and public safety and health, environmental protection, and the tenets of Conduct of Operations; and,
 - (c) Be fiscally and ethically responsible in the management of government and public resources, including property, equipment, funds, and time.
- 4) Use the existing "People Core" system at the Hanford Site to enhance human resources functions site wide.

C.4.1.4 Information Technology (IT):

The Contractor shall:

- 1) Provide IT services (e.g., strategic planning, management, architecture development, operations, etc.) consistent with commercial practices where appropriate
- 2) Integrate IT services with site and project mission requirements.

- 3) Adapt IT support services on the site in a timely manner to meet the mission and IT needs of the Hanford Site

IT services include but not be limited to:

- Wireless Systems Technology (pagers, radios, micro-wave, associated transmitting towers and video teleconferencing)
- Cellular System (cellular phones)
- Telephone Switch and Relay Nodes (Integrated Voice Data Telecommunications System)
- Fiber Optics and Twisted Pair cabling
- Help Desk (data systems [software] assistance center)
- Desktop Services (data systems [hardware] assistance center)
- Data Systems Network (includes servers and related equipment)
- Data Systems Security (software and policy management)
- Data Systems Development (software development and maintenance of all software applications)
- Printing and Reproduction Services
- Records Management (historical records management and storage)
- Graphics (graphics support for posters, presentations and briefings)
- Video Services
- Photographic Services (photographs of site events and management of historical photo archive)
- Audio Services (operates audio control for briefings)
- Web Page Development

C.4.2 Landlord and Site Services

The Contractor shall provide the site services described in the following sections. The services shall be provided in a manner such that all site prime contractors are treated fairly and equitably. Services shall be timely, cost-efficient, of high quality, and consistent with site wide mission needs.

C.4.2.1 Landlord Project

The Contractor shall:

- 1) Manage the project in support of major maintenance or replacement and final closure of general infrastructure.
- 2) Provide and manage site integrated biological control and mapping services.

Major facilities/systems include: Steam, water, liquid sanitary waste, electrical distribution, telecommunication, sanitary landfill, emergency services, general-purpose facilities, patrol training center, site roads, site land and PNNL dosimetry facilities.

C.4.2.2 Site Services and Infrastructure

The Contractor shall:

- 1) Provide and maintain the site services and infrastructure necessary to support all Hanford missions.
- 2) Operate all related facilities until they are demolished or transferred.

Site wide services include but are not limited to: water, electrical, sanitary sewer, transportation, crane and rigging, custodial services, mail services, labs, engineering labs, energy management and solid waste disposal

C.4.2.3 Emergency Management/Preparedness Services

The Contractor shall:

- 1) Provide technical and administrative emergency management services to Hanford Emergency Preparedness. The work scope includes:
 - (a) Maintaining the Hanford Emergency Management Plan and Implementing Procedures.
 - (b) Managing the Hanford Site Emergency Exercise Program.
 - (c) Maintaining the Site emergency response organization and facilities.
 - (d) Training site emergency response organization members.
 - (e) Assisting RL in program management and Hanford contractor overview.
 - (f) Assisting in the offsite interface program.
 - (g) Assisting with the emergency public information program.
- 2) Provide an emergency response capability for facilities under its control that implements the Hanford Emergency Management Plan (DOE/RL-94-02) as modified from time to time.

C.4.2.4 Fire Services and Fire Protection

The Contractor shall:

- 1) Maintain the Hanford Fire Department (HFD) to support the safe and timely cleanup of the Hanford Site. This includes fire suppression, fire prevention, emergency rescue, emergency medical service, and hazardous materials response; and the capability of dealing with and terminating emergency situations which could threaten the operations, employees, the general public, or interests of the U. S. Department of Energy (DOE) operated Hanford Site. It also includes response to surrounding fire departments/districts under mutual aid and state mobilization agreements and fire fighting, hazardous materials, and ambulance support to

Energy Northwest (ENW) and various commercial entities operating on-site through Requests for Service from RL.

- 2) Provide site fire marshal overview authority, fire system testing and maintenance, respiratory protection services, building tours and inspections, ignitable and reactive waste site inspections, pre-fire planning, hazardous chemical inventory updates, and employee fire prevention education.
- 3) Maintain an acceptable fire protection program which supports a level of fire protection and fire suppression capability sufficient to minimize losses from fire and related hazards consistent with protected property benchmark performance in private industry.

C.4.2.5 Analytical Services

The Contractor shall:

- 1) Provide analytical services consistent with commercial practices where appropriate.
- 2) Integrate analytical services with site and project mission requirements.
- 3) Analytical support services on the site should be responsive to the mission of the Hanford Site.
- 4) Operate and maintain WSCF and 222S facilities.
- 5) Maintain a commercial source laboratory capability for Hanford wide use and sample management for Contractor work under the contracts.
- 6) Provide client support for analytical services to Hanford mission and infrastructure elements.
- 7) Maintain laboratory accreditation for on-site labs as needed.
- 8) Support RL in integration of analytical services for the site, establishment of Site analytical quality standards, and strategic planning, including collection of sample projections from all onsite contractors.
- 9) Provide waste and environmental sample analysis, process control support, field and sampling services, and expertise in chemistry and data quality to support the Hanford Site cleanup mission.
- 10) Include client services (support to Data Quality Objectives process, development of Statements of Work, pricing, work tracking), support to maintenance of Site analytical quality standards, and maintenance of commercial contracts (billing, auditing, data management) which are accessible by other Site contractors.

C.4.3 Waste Minimization

The Contractor shall:

- 1) Develop and implement a pollution prevention program incorporating waste prevention, recycling, reuse, and affirmative procurement program.

- 2) Establish waste reduction goals for transuranic, low-level waste, low-level mixed, sanitary, and clean-up stabilization wastes.

C.4.4 Traffic Manager

The Contractor shall:

- 1) Serve as the Site Traffic Manager by coordinating onsite and offsite shipments.
- 2) Serve as the agent for the Government as designated shipper for the site.
- 3) Manage overnight small package delivery.
- 4) Manage export/import/services with U.S. Customs and freight rate negotiations with carriers.
- 5) Relocate household goods for site personnel related to the work performed by the Contractor and subcontractors under this contract.

C.4.5 Environmental Monitoring, Permitting and Compliance

PNNL monitors the Hanford and surrounding environment to assure public safety and Hanford Site ecological and cultural resources. This includes providing forecasting and real time localized weather information for routine operations and emergency responses, performing far field Hanford Site and off-site environmental monitoring, and assessing radiological exposure to the public and environment.

PNNL is responsible for the Hanford Site groundwater monitoring. The Contractor will be knowledgeable of actions PNNL completes to develop monitoring plans for Contractor facilities and operable units.

The Contractor shall:

- 1) Manage its facilities and operable units to assure compliance with environmental requirements and agreements. This management requirement includes providing legally and regulatory required air and liquid effluent and near facility environmental monitoring.
- 2) Collect, compile, and/or integrate air and liquid effluent monitoring data from operations and activities under its control and from other Hanford Site contractors.
- 3) Compare the monitoring data with regulatory and/or permit standards and provide reports to the other contractors for their use in assessing compliance with the standards. The data shall also be compiled, collated, and/or consolidated, as necessary, into the mandatory State and Federal environmental reports for the Hanford Site.

- 4) Provide appropriate environmental data for its facilities and operable units to support Hanford Site assessments and preparation for the Hanford Site Environmental Report.
- 5) Maintain regulatory capability to ensure that compliance for their facilities and operable units is maintained, for the groundwater monitoring program by PNNL.
- 6) Prepare, maintain and comply with Hanford Site-wide environmental requirements and permits as directed by RL. This includes site-wide regulatory analysis, reports and assessments associated with the Hanford environmental program.
- 7) Support RL in management of the TPA.

C.4.6 HAMMER (Hazardous Materials Management and Emergency Response)

The Volpentest HAMMER Training and Education Center is a national hands-on training and education center designed to prepare workers and emergency responders to safely perform tasks, especially those that are high-risk and employ the latest technology. Provisions incorporated within the National Defense Authorization Act for Fiscal Year 1994 authorized the Secretary of Energy to establish regional training centers to provide hazardous materials management and emergency response (HAMMER) training centers at the Department of Energy Sites. The facility hosts, brokers, and integrates the capabilities of its partnering organizations to ensure the delivery of state-of-the-art training and educational curricula. The congressional language associated with the National Defense Authorization Act for Fiscal Year 1994 specifically addresses the use of HAMMER by police and fire departments and other regional emergency response agencies. In 1998, the Law Enforcement and Security Training Center (LESTC) was combined with HAMMER to increase economies of scale and promote more cost-effective operations and maintenance. The joining of the LESTC with HAMMER also better aligns HAMMER in its efforts to provide state of the art facilities and training for police agencies.

The Contractor Shall:

- 1) Manage, operate and maintain the Volpentest HAMMER Training and Education Center to provide training and education programs for hazardous material, waste management, and emergency response to Hanford workers as a first priority but also for workers nationwide. Continue substantial partnerships with HAMMER stakeholders in the management of HAMMER.

- 2) Develop and implement a business plan that addresses full cost recovery and increased use of props, and propose innovative application of Hanford support costs such that HAMMER is competitive with other training programs.
- 3) Manage, operate and maintain the Law Enforcement and Security Training Center (as an integral part of HAMMER) in such a manner that the Hanford Site's protective force, Hanford Patrol, has first priority in the use of the facilities/ranges to meet mandated training.
- 4) Coordinate and schedule offsite law enforcement and private security entities to utilize excess capacity of the Law Enforcement and Security Training Center as allowed in item 3 above. Develop and implement a business plan for the LESTC consistent with item 2 above.

C.4.7 Safeguards & Security

The Contractor shall:

- 1) Ensure appropriate levels of protection against unauthorized access; theft, diversion, loss of custody of Special Nuclear Material; espionage; loss or theft of classified matter or Government property; and other hostile acts that may cause unacceptable adverse impacts on national security or the health and safety of DOE and contractor employees, the public, or the environment.
- 2) Promptly prepare and submit applications for security clearances as required for work under this contract.
- 3) Deter, prevent, detect, and respond to unauthorized possession, use, or sabotage of Special Nuclear Materials.
- 4) Provide an integrated system of activities, systems, programs, facilities, and policies for the protection of classified information, nuclear materials, and DOE and certain DOE contractor property and personnel as required by the Atomic Energy Act of 1954, as amended, other Federal statutes, Executive orders, and other directives.
- 5) Manage, operate, and integrate all safeguards and security services of the Hanford Site, except PNNL. This includes information security, cyber security, and the Hanford Patrol and K-9 teams. Hanford Patrol provides sitewide protective force services, including for Government assets of the PNNL. The K-9 force may be made available on a non-mission interference basis to local and regional police departments and to school systems in response to threats of violence.
- 6) Selection of the Contractor's Director of Safeguards and Security and Chief of Hanford Patrol will be subject to RL approval.

These provided services must interface directly with RL, and in the event of an emergency involving the Site safeguards and security forces, RL may assume command and control of the forces and the event, if the Emergency Operations Center is activated.

C.5 OTHER WORK SCOPE

This Contract contains other work scope not solely associated with the River Corridor, Central Plateau, or Site Integration and Infrastructure scopes of work. The work scopes addressed in this section are primarily crosscutting services that have application site wide. The work scope covered in this section includes:

- Legal Services and Litigation Management
- Radiological Assistance Program
- Science and Technology Planning and Integration Management
- Economic Transition
- Land Use/Stewardship
- Public Relations and Media Support
- Employee Concerns Program
- Training
- Environment, Safety, Health and Quality (ESH&Q)
- Architect Engineer/Construction Management

C.5.1 Legal Services and Litigation Management

The Contractor shall maintain a legal function and demonstrate sound litigation management practices to include alternate dispute resolution activities, litigation, arbitration, legal advice on environmental matters, procurement, employment, labor, worker's compensation, and Price-Anderson Act (PAA); review and interpretation of legislation and laws; research and drafting memorandum, and the management and oversight of outside legal counsel; for both the prime and subcontractors.

The Contractor shall provide litigation support to the Government when requested in writing by the Contracting Officer (or Contracting Officer Representative) in cases of actual or threatened litigation, regulatory matters, or third-party claims and subject to applicable rules and regulations.

Litigation support includes, but is not limited to: Negotiations, case preparation assistance, document retrieval, review and reproduction, witness preparation and testimony; expert witness testimony; and assisting Government counsel as necessary in response to discovery or other information related activities responsive to any legal proceeding, including legal support for any negotiations, disputes, appeals or court actions under the Tri-Party Agreement or other environmental matters such as permitting or regulatory compliance issues.

C.5.1.1 Legal Services and Litigation Management Requirements

- Litigation management practices shall be provided in accordance with the RL approved Litigation Management Plan.
- Utilize Department of Energy, Office of General Counsel, Legal Services and Litigation Management Policies and Procedures.

C.5.2 Radiological Assistance Program (RAP)

The Contractor shall provide support under the Radiological Assistance Program (RAP) until DOE terminates the RAP program.

C.5.3 Science and Technology Planning and Integration Management

The technology management process established by DOE provides the framework to identify technology needs and develop effective, acceptable solutions. This process identifies areas of highest technical risk and uncertainty, aligns technology investments with the areas of highest risk, seeks out and applies innovative technical solutions, provides linkages with the national science and technology programs. This effort to continuously improve the scientific, technical, and engineering analyses of site baseline activities enables the identification of opportunities to reduce expensive baseline options as well as reduce risk to the programs, worker, and to the public.

The Contractor Shall:

- 1) Plan and integrate the application of science and technology (S&T) directly into projects and services described in Section C.2 and C.3 to reduce schedule, cost and/or risk by:
 - a) Conducting science and technology reviews to identify areas of highest technical risk and uncertainty;
 - b) Aligning technology investments with the areas of highest risk;
 - c) Developing near and long term mitigation plans (e.g. S&T roadmaps, S&T plans, technology insertion points, and S&T needs);
 - d) Seeking and applying innovative technical solutions consistent with mitigation plans;
 - e) Tracking demonstrations and deployments of new or innovative technologies;
 - f) Developing, implementing, and managing a plan to track the application of scientific knowledge and its impact on Hanford cleanup decisions.
- 2) Manage annual resources for the integration of workscope conducted by contractors funded by DOE National Programs (i.e. Office of Science and Technology, Pollution Prevention/Waste Minimization Programs) and in support of projects and services described in Sections C.2 and C.3.

- 3) Co-lead with DOE, the Hanford Site Technology Coordination Group (STCG) Management Council and Subgroups.
- 4) Communicate and cooperate with the DOE National Office of Science and Technology Program (e.g. RL, HQ, Focus Areas, Hanford Site Contractors, National Laboratories) and build partnerships with the science and technology community.

C.5.4 Economic Transition

The Contractor shall:

- 1) Maintain and operate the database of potentially available Hanford equipment and facilities.
- 2) Complete implementation of and maintain the inventory process that identifies and makes available assets which have economic value.
- 3) Support asset transfers from the Site to potential customers via the Tri-Cities Asset Reinvestment Corporation (TARC).
- 4) Ensure that all DOE assets released or made available for private use are characterized and radiologically released in accordance with DOE-approved asset management and release programs.
- 5) Ensure that documentation associated with releases of assets or use of underutilized assets on a non-interfering basis are developed and maintained in accordance with DOE-approved records management systems.
- 6) Work with PNNL to implement technology transfer and intellectual property management programs as related to DOE Environmental Management clean up mission.
- 7) Support academic programs at Columbia Basin College and Washington State University that are related to DOE Environmental Management clean up mission

C.5.5 Land Use/Stewardship

The Contractor shall utilize the principles of good land stewardship which include appropriate actions under the Hanford Site Biological Resources Management Plan (DOE/RL 96-32) and the current draft Hanford Site Cultural Resources Management Plan and/or their subsequent revisions to assure that all cultural and biological resources are properly protected for potential inclusion into the Hanford Reach National Monument.

C.5.6 Public Relations and Media Support

The Contractor shall provide a wide range of communications support to include, but not be limited to, media relations, printed materials, electronic products (including audio, video and CD productions), the Hanford homepage, public participation and outreach (including the Hanford Advisory Board), tours, employee communications, and emergency preparedness planning and execution.

C.5.6.1 Public Relations and Media Support Requirements

- Press releases and media briefings are coordinated with RL and are factual, proactive, and incorporate the Hanford "brand" and/or outcomes when appropriate as determined by RL.
- Publications and websites are developed in consultation with RL and shall include the Hanford brand and/or outcomes, are factual, cost-effective, and user-friendly (i.e. written to be understandable to the intended audience) and are distributed to appropriate stakeholders and others.
- All communications activities comply with the DOE Openness Policy and the Public Involvement Policy.
- In partnership with RL, the Contractor shall periodically update an integrated communications plan, coordinating to the extent possible with ORP and other contractors.
- The Contractor shall communicate to the extent practical with contractor/subcontractor employees before or simultaneously with outside media or stakeholders when issuing new items.
- At DOE's direction, the Contractor shall oversee preparation and production of The Hanford Reach, ensuring it fairly covers all site contractors and helps align the workforce to achieve the cleanup outcomes.
- The Contractor shall ensure that interactions with Tribal Nations are open, up-front, and often, and that these interactions are thoroughly coordinated with the RL Indian Nations Program manager.
- The Contractor shall fully and completely coordinate with the RL Intergovernmental Affairs manager on interactions with Congressional, state, local government, and elected officials regarding its contract scope.
- At DOE's direction, the contractor shall provide logistical and other support for the Hanford Advisory Board and other public meetings.
- The Contractor shall provide a timely, accurate, thorough and detailed response to information requested by DOE to comply with Freedom of Information Act and Privacy Act requirements. The contractor should err on the side of openness and full disclosure to comply with these Acts.
- The Contractor shall provide support for emergency communications activities, including ensuring well-trained staff are available for all pertinent positions in the JIC or EOC for an extended emergency.
- The Contractor shall support tours of the site, including transportation, food/beverages, tour guides, etc. as requested by DOE.

C.5.7 Employee Concerns Program

The Contractor shall:

- 1) Resolve employee concerns (including complaints on harassment, intimidation, retaliation, and discrimination) at the appropriate level.
- 2) Support and provide cooperative membership in an approved alternative employee concern resolution process and/or "appeals avenue/forum" for resolving significant employee concerns (i.e., environmental, safety, health, and quality).
- 3) Review and make recommendation to DOE to make the charter/process consistent with this contract. The continued need for the alternative employee concern resolution process and/or "appeals avenue/forum" shall be reviewed annually and a recommendation submitted to DOE for decision.

C.5.8 Training

The Contractor shall develop, implement and manage a training program that maintains a qualified workforce in sufficient numbers and skill levels to meet the Hanford Site requirements and fulfills FHI and its subcontractors need to comply with DOE orders and other Federal Statutes.

C.5.9 Environment, Safety, Health and Quality (ESH&Q)

The safety and health of workers and the public, protection and restoration of the environment and implementation of quality assurance programs are fundamental responsibilities of the Contractor.

The Contractor shall:

- 1) Take necessary actions to prevent fatalities and minimize injuries/illnesses and prevent radiological or chemical exposures to workers and environmental releases in excess of established limits.
- 2) Establish clear environmental, safety, health and quality expectations through the ISMS plans and priorities. Manage activities in proactive ways, including visible management field presence that effectively and efficiently protects the environment, public and worker safety and health, and ensures the quality of work and work products.
- 3) Carry out all activities in a manner that complies with human health, safety, environmental, and quality regulations; minimizes the generation of wastes, releases or emissions into the atmosphere, and releases to soil and surface or

groundwater, and complies with applicable regulatory requirements and DOE directives.

- 4) Empower workers through the use of committees, employee involvement and the tenets of DOE's Voluntary Protection Program (VPP).
- 5) Engender a "Safety Conscious Work Environment" in which safety issues are promptly identified and effectively resolved, and in which employees feel free of recrimination, harassment, intimidation, or other actions that induce peer pressure to not raise safety issues or otherwise create an environment where safety issues are not identified and resolved.
- 6) Maintain an Integrated Safety Management System (ISMS) that utilizes DOE's VPP tenants as key components of maintaining and nurturing ISM.
- 7) Maintain an ISMS system description and submit appropriate changes to the Contracting Officer.
- 8) Maintain effective management systems to identify deficiencies and resolve them in a timely manner; ensure that corrective actions are implemented that address the extent of conditions, root causes, and measures to prevent recurrence; and prioritize and track commitments and actions as well as identify and implement lessons learned from other DOE Sites, contractors, or commercial activities.
- 9) Maintain in accordance with ISMS, a structured, standards-based approach to planning and control of work including identification, management and implementation of ESH&Q standards and requirements that are appropriate for the work to be performed and for controlling related hazards, while facilitating the effective and efficient delivery of work. The Contractor shall implement the requirements identified in the clause entitled, "Laws, Regulations and DOE Directives."
- 10) Maintain an organization that supports effective ESH&Q management by ensuring appropriate levels of staffing and competence.
- 11) Maintain disciplined self-assessment, feedback, continuous improvement processes, and conduct of operations discipline in the performance of all work.
- 12) Maintain a program to track and address environmental compliance issues and implementation requirements (including but not limited to permitting, environmental reporting, Consent Decrees, Tri-Party Agreement reporting/management, NEPA, pollution prevention, waste minimization).
- 13) Recommend and implement ESH&Q performance measures in accordance with the ISMS to monitor the effectiveness of the implementation of ESH&Q programs.

- 14) Occupational Health Services are currently provided to the Hanford Site by the Hanford Environmental Health Foundation (HEHF). The Contractor shall obtain for itself and require all subcontractors performing work on the Hanford Site to obtain the following services from HEHF: occupational medical evaluations including return to work evaluations and work restriction reviews, medical surveillance evaluations, occupational primary care, health care centers/first aid, work conditioning, case management, work site health programs including blood-borne pathogens and immunizations, and behavioral health services including employee assistance programs, and health information services such as medical records and medical scheduling.
- 15) Coordinate with HEHF and reach agreement regarding service requirements and delivery, including data gathering and sharing. The agreement should emphasize a comprehensive public health approach as being integral to a well-run health and safety program and address cost and resources effectiveness. This agreement shall be subject to approval and validation by DOE.
- 16) Implement, maintain and improve the PHMC Nuclear Safety Authorization Basis in support of safe, effective, and efficient work accomplishment.
- 17) Provide Material Safety Data Sheet management services for the PHMC, CHG, RL and HEHF.
- 18) Demonstrate effective conduct of engineering and conduct of operations principles and practices.

C.5.9.1 Nuclear Criticality Safety

The Contractor shall maintain a nuclear Criticality Safety Program which ensures that operations with fissionable materials which pose a criticality accident hazard shall be evaluated and documented to demonstrate that the operation will be sub critical under both normal and credible abnormal conditions. Fissionable material operations shall be conducted in such a manner that consequences to personal and property that result from a criticality accident will be mitigated. No single credible event or failure shall result in a criticality accident having unmitigated consequences.

C.5.9.2 Nuclear Safety

The Contractor shall develop and maintain the safety analysis and controls for nuclear facilities, operations, and activities. Readiness determinations for restart of activities and for start-up of new activities will be required to demonstrate readiness to safely start the activity.

C.5.9.3 Occupational Safety

The Contractor shall meet all occupational safety and health requirements (including but not limited to industrial safety, fire protection, construction safety, firearms safety, explosive safety, industrial hygiene, pressure safety and motor vehicle safety) for all site-related operations and conditions.

C.5.9.4 Quality Assurance Program

The Contractor shall perform all work on site in accordance with applicable quality assurance requirements.

C.5.9.4.1 Quality Assurance Program Requirements

- For site activities where transuranic waste will be characterized, packaged, or shipped, the DOE Carlsbad Area Office Quality Assurance Program Document, CAO-94-9-1012 shall apply.
- The Nevada Test Site Waste Acceptance Criteria shall apply for those activities where Low Level Waste is characterized, certified, packaged or shipped.

C.5.10 Architect Engineer/Construction Management

The Contractor shall provide Architect Engineer (AE) services necessary to accomplish the scope of work. The Contractor shall retain a minimal in-house capability to provide core design services of a recurring nature, to maintain Hanford Site engineering standards and ensure they are integrated with other site contractors, and to provide oversight of subcontracted AE services to ensure they meet Hanford Site and Contractor standards and requirements. The Contractor shall utilize fixed-price contracting for AE services to the maximum extent practicable and consistent with Make-Buy plan.

The Contractor shall provide Construction and Construction Management services necessary to accomplish the scope of work. The Contractor shall retain a minimal in-house capability to maintain Hanford Site construction standards (e.g. hoisting and rigging standards, site excavation safety coordination, construction labor relations, etc.) and ensure they are integrated with other Hanford Site contractors, and to provide oversight of subcontracted Construction and Construction Management services to ensure they meet Hanford Site and Contractor standards and requirements. The Contractor shall utilize fixed-price contracting for Construction and Construction Management services to the maximum extent practicable and consistent with Make-Buy plan.

The Contractor shall provide an independent construction acceptance inspection service within its organization to support Government inspection of construction performed on the Hanford Site. As requested by DOE, this service shall be available to support Government inspection of construction performed by all Hanford Site contractors.

The Contractor shall continually assess the current and prospective requirements for AE, Construction, and Construction Management services in order to provide those services in the most efficient and cost effective manner. The Contractor shall maintain accountability and ensure that a centralized control of these services is retained within its organizational structure. In accordance with DOE direction, the Contractor shall ensure that AE, Construction and Construction Management services resources under this Contract are available to all site contractors and directly accessible to them.

C.6 OTHER PRIME CONTRACTORS

The Contractor may, from time to time, provide services to and receive services from these other Prime Contractors by memoranda of agreement. The Contractor shall work with the other Prime Contractors in identifying yearly requirements for services.

The Contractor shall also work with each of these Contractors to further the progress in cleaning up the Hanford Site.

C.6.1 Battelle Memorial Institute (BMI)

Battelle Memorial Institute (BMI), under a separate prime contract, operates the Pacific Northwest National Laboratory (PNNL). PNNL is one of five Office of Science multi-program laboratories which conduct research and development activities under prime contracts to DOE. Some of the programs conducted in the Laboratory are part of the Office of Science laboratory system and require no integration with Hanford's Environmental Management (EM) programs; however, many of the research and technology development programs have direct relevance to the Hanford cleanup mission. As applicable, the Contractor is encouraged to utilize the scientific and technical capabilities available from PNNL and shall work directly with PNNL to maximize the benefit to Hanford from the National research and development program.

C.6.2 Hanford Environmental Health Foundation (HEHF)

The Hanford Environmental Health Foundation (HEHF), under a separate prime contract, manages the Site Occupational Medical Contract to provide occupational health services through health risk management and occupational health services to personnel at Hanford. Through these services, HEHF strives to maximize the health and safety of Hanford personnel while minimizing personal and occupational health risks. HEHF's Health Risk Management program teams with the site in identifying and analyzing the hazards that Hanford personnel face in the work environment and brings an awareness of health and safety issues to Hanford's personnel. In support of DOE and all prime contractors, HEHF's occupational health services provide occupational medicine and nursing, medical surveillance, ergonomics assessment, exercise physiology, case management, psychology and counseling, fitness for duty evaluations, health education, infection control, immediate health care, industrial hygiene, and health, safety, and risk assessments.

C.6.3 CH2M HILL Hanford Group, Inc. (CHG)

CH2M HILL Hanford Group (CHG), under a separate prime contract to DOE as managed by the Office of River Protection, is responsible for managing the River Protection Project. CHG is responsible for safely managing and retrieving for disposal the radioactive waste stored in 177 underground tanks and related facilities.

C.6.4 Bechtel Hanford Incorporated (BHI)

Bechtel Hanford Incorporated (BHI), under a separate prime contract, is the Environmental Restoration Contractor at the Hanford Site. BHI plans, manages, executes, and integrates a full range of activities for the cleanup of groundwater, contaminated soils, and inactive nuclear facilities under DOE's Environmental Restoration Program. These activities include decontamination and decommissioning (D&D) of old production facilities; performing integrated sitewide planning for Groundwater/Vadose Zone Project, managing remedial action projects; developing an Environmental Restoration Disposal Facility (ERDF); and providing technology demonstration projects.

C.6.5 Johnson Controls Incorporated (JCI)

Johnson Controls Incorporated (JCI), under a separate prime contract, is responsible for the Energy Savings Performance Contract, which currently includes steam service. JCI can also propose additional energy conservation measures. These may include but are not limited to lighting system upgrades; pumping system upgrades; automation; heating, ventilation, and air conditioning upgrade; and addition of Utility Monitoring and Control Systems.

C.6.6 Bechtel National, Inc. (BNI)

Bechtel National, Inc. (BNI), under a separate prime contract to DOE as managed by the Office of River Protection, is responsible for designing, constructing, commissioning, and supporting the transition of the Waste Treatment and Immobilization Plant (WTP). The WTP will treat the wastes being managed by CHG (see C.6.3).

C.7 POTENTIAL WITHDRAWAL OF WORK

In anticipation of exercising its rights pursuant to the clause entitled, "Withdrawal of Work," contained in Section H of this contract, DOE has identified the following scope of work for withdrawal from this contract:

- (1) Information Technology (IT), identified as the following:

IT Strategic Planning and Management (Architecture development and management)
Wireless Systems Technology (pagers, radios, micro-wave, associated transmitting towers and video teleconferencing)
Cellular System (cellular phones)
Telephone Switch and Relay Nodes (Integrated Voice Data Telecommunications System)
Fiber Optics and Twisted Pair Cabling
Help Desk (data systems [software] assistance center)
Desktop Services (data systems [hardware] assistance center)
Data Systems Network (includes servers and related equipment)
Data Systems Security (software and policy management)
Data Systems Development (software development and maintenance of all software applications)
Web Page Development

It is currently anticipated this scope of work will be withdrawn on or around March 31, 2002.

(2) All Contractor 300 Area Scope:

It is currently anticipated that the scope of work (as described in C.3 above) will be withdrawn on or around June 30, 2002.

(3) HAMMER

It is currently anticipated that this scope of work will be withdrawn on or around October 1, 2001.

The Contractor shall cooperate with and assist the government in facilitating the withdrawal of work and in providing a smooth transition to the successor contractors.

Nothing herein is intended to limit DOE's exercise of the Withdrawal of Work clause to the scopes of work identified above, nor is the Withdrawal of Work intended to be limited to the time frames identified above. The above areas and the time frames for Withdrawal of Work are anticipated only and provided for informational purposes.

C.8 POTENTIAL ADDITION OF WORK

It is anticipated that DOE will exercise its rights pursuant to the clause entitled, "Optional Services," contained in Section B of this contract to add to this contract the 200 Area scope of work currently being performed by Bechtel Hanford, Inc. Operation of the Environmental Restoration Disposal Facility (ERDF) is excluded from this scope transfer. Additionally, DOE will transfer 600 Area scope currently performed by Bechtel

Hanford, Inc., that will not be part of the River Corridor closure project to this contract (e.g., 618-11 burial ground, etc.).

Current candidate facilities for 200 Area transfer include, but are not limited to: 233S, 224B, 212N, 212P, and 212R.

Current candidate waste sites for Central Plateau transfer include, but are not limited to: 618-11 burial ground, 618-10 burial ground, and Gable Mountain Ponds.

The Hanford Site consolidated Groundwater Management Project has the overall goals of (1) focusing on remediation of groundwater, and (2) long-term protection of groundwater resources.

Remediation of contaminated groundwater generally consists of groundwater extraction, surface treatment, and reinjection into the aquifer. Remediation of contamination using soil vapor extraction and in-situ treatment barriers is also included within this scope, along with well installation, well maintenance, and well abandonment. The Groundwater Remediation Project is separated into three major areas: 100 Area Groundwater, 200 Area Groundwater, and Hanford Site Groundwater Management.

Not included within this scope are PNNL monitoring network design, sampling, and sample collection, sample analyses, hydrologic characterization, data evaluation, and reporting for RCRA, CERCLA, and site-wide and operational activities. Seismic monitoring, vadose monitoring, and groundwater modeling are also included in the PNNL scope, and not in this work scope.

The Hanford Site Groundwater/Vadose Zone (GW/VZ) Integration Project is to develop the technical capability and scientific information to perform site-wide risk assessments and manage the current and predicted ground and surface water contamination remediation. The project will provide information to assist key decisions by regulators and DOE in the selection of cleanup goals and technologies.

It is currently anticipated this scope of work will be added to this contract on or around June 30, 2002.

C.9 TRANSFER AND TRANSITION OF WORK SCOPE

Transfer of Work:

The DOE and Contractor recognize that under other terms of the Contract clauses titled "Withdrawal of Work" and "Optional Services" the DOE may exercise its rights to modify this Statement of Work. The DOE and Contractor agree to negotiate a reasonable transition period for each change to minimize the impact on existing work being performed.

Contract Transition:

The DOE and Contractor recognize that prior to the end of the Contractor's performance period, a transition period will be necessary to allow a transition to a new Contractor. The Contractor agrees to work with the DOE to establish an acceptable transition plan that supports the new Contractor in assuming their Contract responsibilities. The DOE agrees that any requirements placed upon the incumbent Contractor to perform any transition activities should not impact funding or the Contractor's ability to earn a fee.

SECTION F

DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance for the work specified in Section C of this contract shall commence on October 1, 2000 and continue through September 30, 2006, (but not to exceed September 30, 2006) unless sooner terminated or reduced as provided for in other provisions of this contract.

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal places of performance of this contract shall be the Hanford Site, near Richland, Washington and other facilities as directed by the Contracting Officer.

F.3 DELIVERIES

All products, reports, or services under this contract shall be delivered to the Contracting Officer shown in Section G, subsection G.2, or any other duly authorized Government representative, as designated in writing by the Contracting Officer.

F.4 REPORTING REQUIREMENTS

A. The Contractor shall develop a reporting system that will provide management information in the form of electronic data bases and will report program performance on the technical work, schedule, and cost profile defined in the program baseline. Management information to be furnished shall include baseline data for all PHMC work and PHMC site support activities; performance status and analysis information, including technical, cost, schedule, and funding management data; and identification of relevant issues to DOE Richland Operations Office (RL).

(1) The contractor shall prepare a monthly progress report which will be used in performance review meetings with DOE. The report shall include:

- a) A statused summary logic schedule of key contractor workscope. The schedule should include DOE and Tri-Party Agreement (TPA) milestones.
- b) Cost reporting which identifies month, current fiscal year, and cumulative-to-date planned, earned value, incurred cost, and annual and total estimates at

H.44 LOBBYING RESTRICTION (DEPARTMENT OF INTERIOR & RELATED AGENCIES APPROPRIATIONS ACT, 1999)

The Contractor or Awardee agrees that none of the funds obligated on this award shall be made available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete. This restriction is in addition to those prescribed elsewhere in statute and regulations.

H.45 TRAVEL RESTRICTIONS

- A. For contractor travel expenses incurred on or after October 1, 2000 and before October 1, 2001 a ceiling limitation of \$1,620,000 shall apply to all reimbursements made for contractor travel expenses funded by the Energy and Water Development Appropriations Act under this contract. Expended funds which exceed the established ceiling will be unallowable unless otherwise authorized by the contracting officer.
- B. Some travel costs are exempt from the ceiling, examples are:
1. Travel performed under work for others agreements;
 2. Travel of subcontractors;
 3. Travel of non-DOE users to participate in experiments at DOE user facilities;
 4. Travel costs of travel management centers;
 5. Travel costs funded by other appropriations;
 6. Relocation costs;
 7. Costs of workshops/seminars (other than travel costs), such as, rental of meeting rooms, public address equipment; speakers' fees;
 8. Registration costs of training classes.
 9. Travel expenses within the Laboratory Directed Research and Development program; and
 10. Travel associated with recruitment.
- C. Notwithstanding any other provisions of the contract or the source of funding, the contractor further agrees that none of the funds obligated under the contract may be used to reimburse employee travel costs incurred on or after October 1, 2000 and before October 1, 2001 which exceed the rate and amounts that apply to federal employees under subchapter I of Chapter 57 of Title 5, United States Code. Costs which exceed these rates and amount will be unallowable. This restriction is in addition to those prescribed elsewhere in statute or regulation.

- D. Costs incurred for lodging, meals, and incidental expenses are considered reasonable and allowable to the extent that they do not exceed the maximum per diem rates in effect at the time of travel as set forth in:
- (i) Federal Travel Regulations (FTR) for travel within the 48 states;
 - (ii) Joint Travel Regulations (JTR) for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and territories and possessions of the United States; or
 - (iii) Standardized Regulations (SR) for travel allowances in foreign areas.
- E. Subparagraph (C) does not incorporate the regulations cited above in their entirety. Only the coverages in the referenced regulations addressing the maximum per diem rates, the definitions of lodging, meals, and incidental expenses, and special or unusual situations are applicable to contractor travel.
- F. Airfare costs in excess of the lowest customary standard, coach, or equivalent airfare offered during normal business hours are unallowable except when such accommodations require circuitous routing, require travel during unreasonable hours, excessively prolong travel, result in increased cost that would offset transportation savings, are not reasonably adequate for the physical or medical needs of the traveler, or are not reasonably available to meet mission requirements. However, in order for airfare costs in excess of the above standard airfare to be allowable, the applicable condition(s) set forth above must be documented and justified.

H.46 OCCUPATIONAL HEALTH RECORDS AND RADIATION EXPOSURE RECORDS

The Contract Clause entitled "Access to and Ownership of Records" is implemented as follows with respect to occupational health records and radiation exposure records:

All occupational health records generated during the performance of Hanford-related activities will be maintained by the Hanford Environmental Health Foundation (HEHF) and are the property of DOE. All radiation exposure records generated during the performance of Hanford-related activities will be maintained by the Pacific Northwest National Laboratory (PNNL) and are the property of DOE.

- (d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

I.75 FAR 52.244-2 SUBCONTRACTS (AUG 1998) ALT II (AUG 1998)

- (a) Definitions. As used in this clause--"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

- (b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.
- (c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.
- (d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--
 - (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
 - (2) Is fixed-price and exceeds--

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I.110 DEAR 970.5204-33 PRIORITIES AND ALLOCATIONS (APR 1994)

The Contractor shall follow the rules and procedures of the Defense Priorities and Allocations System (DPAS) regulation (15 CFR Part 700) in obtaining controlled materials and other products and materials needed for contract performance.

I.111 DEAR 970.5236-1 GOVERNMENT FACILITY SUBCONTRACT APPROVAL (MONTH AND YEAR TBE)

Upon request of the contracting officer and acceptance thereof by the contractor, the contractor shall procure, by subcontract, the construction of new facilities or the alteration or repair of Government-owned facilities at the plant. Any subcontract entered into under this paragraph shall be subject to the written approval of the contracting officer and shall contain the provisions relative to labor and wages required by law to be included in contracts for the construction, alteration, and/or repair, including painting and decorating, of a public building or public work.

I.112 DEAR 970.5204-43 OTHER GOVERNMENT CONTRACTORS (APR 1994)

The Government may undertake or award other contracts for additional work or services. The Contractor agrees to fully cooperate with such other Contractors and Government employees and carefully fit its own work to such other work as may be directed by the Contracting Officer. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by Government employees.

I.113 DEAR 952.247-70 FOREIGN TRAVEL (MAR 2000)

Contractor foreign travel shall be conducted pursuant to the requirements contained in DOE Order 551.1A, Official Foreign Travel, or any subsequent version of this order in effect at the time of award.

**PART III - LIST OF DOCUMENTS
EXHIBITS AND OTHER ATTACHMENTS**

SECTION J

APPENDIX C

DOE DIRECTIVES

Federal Regulations and applicable Washington Administrative Code (i.e., WAC 173-303, etc.) governing DOE activities, and the following Directives are applicable to work and activities conducted/accomplished by Contractors at the Hanford Site. In addition, the applicability of given Environment, Safety, and Health (ES&H) Directives to a specific facility or work activity/project may be determined through the Standards/Requirements Identification Document (S/RID) process, as approved by the appropriate DOE authority. Upon approval of an S/RID, that set of requirements is the ES&H directive/requirements set applicable to the facility, work/activity or project and supersedes the ES&H directives included in this list of Directives.

The Contractor and RL will work cooperatively in reviewing the current list of DOE Directives evaluating them for value added, efficiency of operations, redundancy with other laws and regulations and conflict with Fluor Corporate and best commercial practices. The review will result in the Contractor providing a request for approval to the Contracting Officer to eliminate selected Directives by April 30, 2001. The results will be incorporated by the Contracting Officer within 60 days of the Contractor's submittal. New Directives incorporated by this modification or Directives proposed for inclusion in the future per implementation of the RL RIMS will be assessed following the FH Scope, Cost, and Management Process (SCMP) and will include, as appropriate, requests for elimination or waivers and/or Baseline Change Requests, as necessary.

DOE ORDERS AND NOTICES

<u>ORDER NUMBER</u>	<u>CHANGES</u>	<u>TITLE</u>
CRD 130.1		Budget Formulation Process
CRD 140.1-1A		Interface with the Defense Nuclear Facilities Safety Board
DOE N 142.1		Unclassified Foreign Visits and Assignments
CRD 151.1	1&2	Comprehensive Emergency Management System
DOE M 200.1-1		Telecommunications Security Manual (Except Chapter 2)
DOE M 200.1-1	9	Public Key Cryptology and Key Management
CRD 200.1		Information Management Program

CRD 205.1		Unclassified Cyber Security Program
CRD 205.2		Foreign National Access to DOE Cyber Systems
CRD 205.3		Password Generation, Protection, and Use
CRD 210.1	1&2	Performance Indicators and Analysis of Operations Information
CRD 224.1		Contractor Performance-Based Business Management Process
CRD 225.1A	1	Accident Investigations
CRD 231.1	1&2	Environment, Safety, and Health Reporting
CRD 232.1A		Occurrence Reporting and Processing of Operations Information
DOE M 232.1-1A		Occurrence Reporting and Processing of Operations Information
CRD 241.1		Scientific and Technical Information Management
CRD 251.1A		Directives System Order
CRD 252.1		Technical Standards Program
CRD 311.1A		Equal Opportunity and Diversity Program
CRD 350.1	1	Contractor Human Resources Management Programs
CRD 413.1		Management Control Program
CRD 413.3		Program and Project Management for the Acquisition of Capital Assets
CRD 414.1A		Quality Assurance
CRD 420.1	1&2	Facility Safety
CRD 425.1A		Startup and Restart of Nuclear Facilities
CRD 430.1A		Life Cycle Asset Management
CRD 430.2		In-House Energy Management
CRD 435.1		Radioactive Waste Management
CRD 440.1A		Worker Protection Management for DOE Federal and Contractor Employees
CRD 440.2	1&2	Aviation
CRD 442.1		Department of Energy Employee Concerns Program
CRD 460.1A		Packaging and Transportation Safety
CRD 460.2	1	Departmental Materials Transportation and Packaging Management
CRD 461.1		Packaging and Transfer or Transportation of Materials of National Security Interest
CRD 470.2A		Security and Emergency Management Independent Oversight and Performance Assurance Program
DOE M 471.1-1		Identification and Protection of Unclassified Controlled Nuclear Information Manual

CRD 471.1A		Identification and Protection of Unclassified Controlled Nuclear Information
CRD 471.2A		Information Security Program
DOE M 471.2-1B		Classified Matter Protection and Control Manual
DOE M 471.2-2		Classified Information Systems Security Manual
CRD 472.1B		Personnel Security Activities
DOE M 473.2-1		Firearms Qualification Courses Manual
DOE M 473.2-2		Protective Force Program Manual
CRD 473.2		Protective Force Program
CRD 473.4		DOE Badges
DOE N 473.5		Security Area Vouching and Piggybacking
DOE N 473.6		Security Conditions
CRD 473.7		Explosive Detection Program
DOE M 474.1-1		Manual for Control and Accountability of Nuclear Materials
CRD 474.1		Control and Accountability of Nuclear Materials
DOE M 474.1-2	2	Nuclear Materials Management and Safeguards System Reporting and Data Submission
DOE M 475.1-1		Identifying Classified Information
CRD 481.1		Work for Others (Non Department of Energy Funded Work)
CRD 534.1		Accounting
CRD 551.1A		Official Foreign Travel
DOE 1220.1A	1	Congressional and Intergovernmental Affairs
DOE 1230.2		American Indian Tribal Government Policy
DOE 1270.2B		Safeguards Agreement with the International Atomic Energy Agency
DOE 1340.1B		Management of Public Communications Publications and Scientific, Technical and Engineering Publications
DOE 1350.1	1	Audiovisual and Exhibits Management
DOE 1450.4		Consensual Listening-In To Or Recording Telephone/Radio Conversations
DOE 2030.4B		Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE 2100.8A		Cost Accounting, Cost Recovery, & Interagency Sharing of Information Technology Facilities
DOE 2110.1A	1&2	Pricing of Departmental Materials and Services
DOE 4330.4B		Maintenance Management Program
DOE 5400.1	1	General Environmental Protection Program
DOE 5400.5	1&2	Radiation Protection of the Public and the Environment
DOE 5480.19	1	Conduct of Operations Requirements for DOE Facilities
DOE 5480.20A		Personnel Selection, Qualifications, and Training
DOE 5480.21		Requirements for DOE Nuclear Facilities
		Unreviewed Safety Questions

DOE 5480.22	1&2	Technical Safety Requirements
DOE 5480.23	1	Nuclear Safety Analysis Reports
DOE 5480.30		Nuclear Reactor Safety Design Criteria
DOE 5480.4	1-4	Environmental Protection, Safety, and Health Protection Standards
DOE 5530.1A		Accident Response Group
DOE 5530.2		Nuclear Emergency Search Team
DOE 5530.3	1	Radiological Assistance Program
DOE 5530.4		Aerial Measuring System
DOE 5530.5	1	Federal Radiological Monitoring and Assessment Center
DOE 5560.1A		Priorities and Allocations Program
DOE 5610.13		Joint Department of Energy/Department of Defense
		Nuclear Weapon Safety, Security, and Control Program
DOE 5610.2	1	Control of Weapon Data
DOE 5632.1C		Protection and Control of Safeguards and Security Interests
DOE M 5632.1C-1	1	Manual for Protection and Control of Safeguards and Security Interests (Except Chapter III, paragraphs 1, 2, and 4 through 9)
DOE 5660.1B		Management of Nuclear Materials
DOE 5670.1A		Management and Control of Foreign Intelligence
DOE 5670.3		Counterintelligence Program
DOE 6430.1A		General Design Criteria
DOE/RW-0333P	Rev. 8	Quality Assurance Requirements and Descriptions
SEN-22-90		DOE Policy on Signatures of RCRA Permit Applications

S/RIDS

DOC. NUMBER	REVISION	TITLE
HNF-SD-MP-SRID-002	3	Fluor Hanford Contract
HNF-SD-MP-SRID-003	1	Plutonium Finishing Plant
HNF-SD-MP-SRID-007	1	Waste Encapsulation and Storage Facility
HNF-SD-SNF-RD-001	3	Spent Nuclear Fuel Project
HNF-SD-MP-SRID-006	1	Fast Flux Test Facility
HNF-SD-MP-SRID-008	1	324/327 Building
HNF-SD-MP-SRID-011	1	Waste Management Hanford

RL TAILORED CONTRACTOR REQUIREMENTS DOCUMENTS

DOC. NUMBER		TITLE
CRD 110.3 (supplemented)		Conference Management (5/8/00)
HFID 232.1B		Notification, Reporting and Processing of Operations Information
RLID 420.1		Fire Protection
CRD 440.1 (supplemented)		Firearms Safety
RLM 440.2		Aviation Manual
RLID 440.3		Regulatory Access Requirements and Implementing Directive
CRD 470.1 (supplemented)		Safeguards and Security Program Requirements
RLID 470.2		Facility Approval and Registration of Activities
RLID 471.2B		Information Security Program
RLID 473.1		Protection of Safeguards and Security Interests
RLID 473.2		Hanford Site Access Eligibility
RLID 1210.1		Hanford Visitor Policies and Procedures
RLID 1300.1D		Facility Representative Program
RLID 5480.19		Conduct of Operations Requirements for RL
RLID 5630.3A		Protection of Hanford Facilities against Radiological and Toxicological Sabotage
RLID 5632.1B		Asset Protection Requirements
RLID 5633.3		Control and Accountability of Nuclear Materials at RL
RLID 5635.3		Hand-Carrying Classified Documents within the Hanford Site
RLID 5670.3A		Counterintelligence Program
DOE/RL-91-31	4	Hanford Site Waste Minimization and Pollution Awareness Program Plan
DOE/RL-92-49		Radiological Assistance Program Plan - Region 8
DOE/RL-94-02		Hanford Emergency Management Plan
DOE/RL-92-36		Hanford Site Hoisting and Rigging Manual
DOE/RL-94-125		Federal Building Self Protection Plan
DOE-RL-SOD-INST L&T.001	2	Hanford Site Lockout/Tagout Program
DOE/RL-94-97		Selection of Analytical Methods for Mixed Waste Analysis at Hanford
DOE/RL-96-68	2	Hanford Analytical Services Quality Assurance Requirements Document
DOE-0223		RL Emergency Implementing Procedures
DOE-0225		Hanford Emergency Assessment Resource Manual (HEARM)

**PART III - LIST OF DOCUMENTS
EXHIBITS AND OTHER ATTACHMENTS**

SECTION J

APPENDIX I

**SMALL, SMALL HUBZONE, SMALL DISADVANTAGED AND WOMAN-OWNED
SMALL BUSINESS SUBCONTRACTING PLAN FOR FY 2001**

March 27, 2001

(consisting of 6 pages including this cover page)

**Small, Small HUBZone, Small Disadvantaged and Woman-Owned Small Business
Subcontracting Plan (Revision March 27, 2001)**

1. Name of Prime Contractor: Fluor Hanford, Inc.
Address: Post Office Box 1000, MSIN H7-02
Richland, Washington 99352
2. Contract of Solicitation No.: DE-AC06-96RL13200

Total Amount of Contract: \$4.88 Billion
Period of Performance: October 1, 1996 through September 30, 2001
Place of Performance: Richland, WA

Description of Contract Requirements: Fluor Hanford, Inc. (FH) shall provide all materials, supplies, services and transportation necessary to perform the Statement of Work as Management Contractor for DOE, Richland Operations Office.

Items 3 through 7 are based on FY01 dollars only. The 30% is based on \$650¹ million of FH cost for FY01.

3. Total amount of planned subcontracting: \$193,350,000

Percentage of total amount of contract: 30%
4. Total planned for subcontracting to Small Business \$73,800,000
(Small Business) (Including item 5, 6 and 7 below):

Percentage of total amount of planned subcontracting: 38%
5. Total planned for subcontracting to Small Dis-
advantaged Business (part of item 4): \$16,400,000

Percentage of total amount of planned subcontracting: (part of item 4) 8%
6. Total planned for subcontracting to HUBZone Small
Business (part of item 4): \$3,800,000

Percentage of total amount of planned Subcontracting: (part of item 4) 2%
7. Total planned for subcontracting to Woman-Owned
Small Business (part of item 4) \$16,400,000

Percentage of total amount of planned subcontracting: (part of item 4) 8%

¹ Excludes goal and base dollars associated with RL Directed, Non-Defense and Environmental Restoration work, affiliate work issued as an interdivisional transfer at cost and other DOE Government Contractors, including National Labs.

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8. Items to be subcontracted under this contract and the types of businesses supplying them are: (Check all that apply)

Subcontracting Items	Large Business	SB	SDB	HUBZone	WOSB
Office Supplies	X	X	X	TBD	X
Janitorial Supplies		X	X	TBD	X
Office Equipment		X	X	TBD	X
Temporary Empl. Services	X	X	X		X
A/E Services	X	X	X		
Lab Services	X	X			
Safety Equipment	X	X	X	TBD	X
Fuels		X	X	TBD	
Operating Materials	X	X	X	TBD	X
Real Estate	X	X			
Miscellaneous Services	X	X	X		X

9. The method used to develop the subcontracting goals for Small, Small HUBZone, Small Disadvantaged and Woman-Owned Small Business concerns is described as follows:

In formulating the goals for Small, Small HUBZone, Small disadvantaged and Woman-Owned Small Business concerns for FY 2001, FH utilized current guidance from the U. S. Department of Energy Richland Operations Office. FH used historical data from actual accomplishments for FY 2000. In addition, the following were considered:

- The Small Business Administration's requirement for certified Small Disadvantaged Business's, and the many unknowns associated.
- Based on Prime Contract Modification #126, affiliate transactions beginning October 1, 2000 are now handled as interdivisional transfers at cost. These transactions are no longer included in the socioeconomic calculations or reports from FH.
- The unavailability of HUBZone Small Businesses for the projected needs of FH in FY 2001.

10. The method used to identify potential sources for solicitation purposes is as follows:

Existing company source lists; Small Business Administration including regional and Headquarters; Pro-Net; small, small HUBZone, small disadvantaged and woman-owned Small Business concerns trade associations; Trade Fairs; conferences/conventions; and workshops.

11. Indirect costs are ☐ are not ☒ included in the above goals (*check one*).
12. The following individual will administer the subcontracting program:

Name: Catherine Pearsall
Title: Small Business Liaison, Supplier Advocacy Office
Address: P.O. Box 1000, MSIN H7-02
Richland, Washington 99352
Telephone: (509) 376-4697

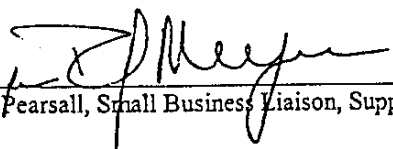
This individual's specific duties as they relate to the firm's subcontracting program are as follows:

- a. Ensuring, in the project's acquisition of goods and services, that Small, Small HUBZone, Small Disadvantaged and Women-Owned Small Business concerns are provided the maximum opportunity practicable to compete for subcontracted work and purchased materials.
 - b. Ensuring the establishment and maintenance of records of the total dollar value of solicitations and awards to Small, Small HUBZone, Small Disadvantaged and Women-Owned Small Business concerns, large business concerns and total solicitations and awards.
 - c. Preparing and submitting semi-annual reports (SF294) on direct procurements to the contracting officer.
 - d. Developing and maintaining source files (Pro-Net and others) of Small, Small HUBZone, Small Disadvantaged and Women-Owned Small Business concerns for use by the project in preparing bidders lists for solicitations of direct and indirect goods and services.
 - e. Participating or ensuring participation of company representatives in Small, Small HUBZone, Small Disadvantaged and Women-Owned Small Business trade associations, seminars, and business opportunity workshops and outreach programs.
 - f. Conducting or arranging for conduct of instructional and motivational workshops for procurement and contracts personnel and others in the duties and methods of enhancing the participation of Small, Small HUBZone, Small Disadvantaged and Women-Owned Small Business firms in Project Hanford's acquisitions.
 - g. Coordinating project activities during conduct of compliance reviews by federal agencies.
 - h. Cooperating in any studies or surveys or submission of reports (in addition to those in Item C, above) as may be required by the Department of Energy or the Small Business Administration.
 - i. Establishing and maintaining adequate records of the above activities to document compliance with this subcontracting plan.
 - j. Assisting in implementing a procurement system, which uses the information highway to expand access by Small, Small Disadvantaged, Women-Owned Small Business concerns to the procurement process.
13. The following efforts will be made to assure that Small, Small HUBZone, Small Disadvantaged and Woman-Owned Small Business concerns will have an equitable opportunity to compete for subcontracts.

-
- a. Identify potential projects or portion of projects that can be performed by Small, Small HUBZone, Small Disadvantaged and Woman-Owned Small Business concerns.
 - b. Include Small, Small HUBZone, Small Disadvantaged and Woman-Owned Small Business concerns in Request for Quotes where such concerns are known to exist and are qualified to supply the items or services being procured.
 - c. Assist Small, Small HUBZone, Small Disadvantaged and Woman-Owned Small Business concerns with mentoring through the Supplier Advocacy Office, Small Business Liaison.
 - d. Arrange bid solicitation; time for preparation of proposals, quantities, specifications and delivery schedules to facilitate participation.
 - e. Provide training for Small, Small HUBZone, Small Disadvantaged and Woman-Owned Small Business concerns in doing business with the PHMC (Project Hanford Management Contract).
 14. The clause entitled "Utilization of Small Business Concerns" will be included in all subcontracts that offer further subcontracting opportunities and all subcontractors (except Small Business concerns) who receive subcontracts in excess of \$500,000 (*\$1,000,000 for construction of any public facility*) will be required to adopt a plan similar to the plan agreed to by the offeror.
 15. The contractor will cooperate in any studies or surveys as may be required; submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan; submit Standard Form 294, "Subcontracting Report for Individual Contracts," and Standard Form 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and ensure that its subcontractors agree to submit Standard Forms 294 and 295.
 16. The following types of records will be maintained to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate Small, Small HUBZone, Small Disadvantaged and Woman-Owned Small Business concerns and award subcontracts to them. The records shall include at least the following (*on a plant-wide or company-wide basis, unless otherwise indicated*):
 - a. Source lists, guides and other data that identify Small, Small HUBZone, Small Disadvantaged and Woman-Owned Small Business concerns.
 - b. Organizations contacted in an attempt to locate sources that are Small, Small HUBZone, Small Disadvantaged, or Woman-Owned Small Business concerns.
 - c. Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating (1) whether Small Business concerns were solicited and if not, why not, (2) whether Small HUBZone Business concerns were solicited and if not, why not, (3) whether Small Disadvantaged Business concerns were solicited and if not, why not, (4) whether Woman-Owned Small Business concerns were solicited and if not, why not, and (5) if applicable, the reason award was not made to a Small Business concern.
 - d. Records of any outreach efforts to contact (1) trade associations, (2) business development organizations, and (3) conferences and trade fairs to locate Small, Small HUBZone, Small Disadvantaged and Woman-Owned Small Business sources.

- e. Records of internal guidance and encouragement provided to buyers through (1) workshops, seminars, training, etc., and (2) monitoring performance to evaluate compliance with the program's requirements.
- f. On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address and business size of each subcontractor. *(Contractors having company or division-wide annual plans need not comply with this requirement.)*

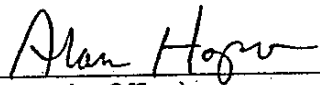
Plan Submitted by:


Catherine Pearsall, Small Business Liaison, Supplier Advocacy Office

Date:

3/27/01

Plan Accepted by:


(Contracting Officer)

Date:

4/3/01

**PART III - LIST OF DOCUMENTS
EXHIBITS AND OTHER ATTACHMENTS**

SECTION J

APPENDIX N

**SPECIAL BANK ACCOUNT AGREEMENT FOR USE WITH
THE CHECKS - PAID METHOD OF LETTER OF CREDIT
FINANCING**

OCTOBER 1, 2000, THROUGH SEPTEMBER 30, 2001
(consisting of seven pages including this cover page)

FLUOR HANFORD, INC.
CONTRACT NO. 402794-A-C3

SCHEDULE

This agreement is entered into this 1st day of October, 2000, between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as DOE); FLUOR HANFORD, INC, corporation/legal entity existing under the laws of the State of Washington (hereinafter referred to as the Recipient); and U.S. Bank, a banking corporation under the laws of the State of Washington located at Richland, Washington (hereinafter referred to as the Bank).

RECITALS

- a. By mutual agreement of the parties, this Special Bank Account Agreement supersedes and replaces all Special Bank Account Agreements to which this Recipient, DOE, and the Bank have been parties.
- b. On the effective date of August 6, 1996, DOE and the Recipient entered into Contract(s) No. DE-AC06-96RL13200, providing for an advance of funds by a letter of credit. A copy of such advance provisions has been furnished to the Bank.
- c. DOE requires that amounts advanced to the Recipient thereunder be deposited in a Special Demand Deposit Account at a member bank covered by U.S. Department of Treasury approved government deposit insurance organizations that are identified in I TFM 6-9000. These special demand deposits must be kept separate from the Recipient's general or other funds; and the parties are agreeable to so depositing said amounts with the Bank.
- d. The "Special Demand Deposit Account" shall be designated "FLUOR HANFORD, INC., PURCHASE DRAFT, SALARY AND CONTRACT ACCOUNTS."

COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that:

1. The Government shall have a title to the credit balance in said accounts to secure the repayment of all advance payments made to Recipient and said title shall be superior to any lien or claim of the Bank with respect to such accounts.
2. The Bank shall be bound by the provisions of said contract(s) between DOE and the Recipient relating to the deposit and withdrawal of funds in the above Special Demand Deposit Account, which are hereby incorporated into this Agreement by reference, but the Bank shall not be responsible for the application of funds withdrawn from said accounts. After receipt by the Bank of directions from DOE, the Bank shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Bank from the Government upon DOE stationery and purporting to be signed by, or signed at the written direction of, the Government may, insofar as the right, duties, and liabilities of the Bank are considered as having been properly issued and filed with the Bank by DOE.

3. The DOE, or its authorized representatives, shall have access to the books and records maintained by the Bank with respect to such Special Demand Deposit Account at all reasonable times and for all reasonable purposes, including, without limitation to, the inspection or copying of such books and records and any or all memoranda, checks, correspondence, or documents pertaining thereto. Such books and records shall be preserved by the Bank for a period of six (6) years after the final payment under this Agreement.
4. In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the Special Demand Deposit Account, the Bank shall promptly notify the Department of Energy at the Richland Operations Office, P.O. Box 550, Richland, Washington, 99352.
5. DOE shall authorize funds that shall remain available to the extent that obligations have been incurred in good faith there under by the recipient to the Bank for the benefit of the special demand deposit account. The Bank agrees to honor upon presentation for payment all payments issued by the Recipient and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive and as close to zero as administratively possible.

The Bank agrees to service the account in this manner based on the requirements and specifications contained in solicitation No.402794, dated May 1, 2000 in consideration of the placement by DOE of a non-interest-bearing time deposit with the Bank in an amount determined by the quarterly analysis via the "Calculation of Time Account Balance Required", as adjusted to compensate for changes in volume of services, in the reserve requirement, in the cost of "float" and in the TT&L rate. The Bank agrees that per-item costs, detailed in the form "Schedule of Bank Processing Charges," contained in the Bank's aforesaid bid shall remain constant during the term of this Agreement. The Recipient shall withdraw the amount of funds determined in the quarterly "Calculation of Time Account Balance Required"; from the special demand deposit account and use such funds to make a non-interest-bearing time deposit in a separate account in the Bank. This account shall hereinafter be defined as the time deposit account. The funds in the time deposit account shall remain on deposit and shall not be withdrawn or used for any purpose without the authorization of DOE. The amount of the deposit may be adjusted upward or downward, but only with the approval of DOE..

6. The Bank shall post collateral, acceptable under Treasury Department Circular No. 176, with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement (including the non-interest-bearing time deposit account), less the Department of Treasury - approved deposit insurance.
7. This Agreement, with all its provision and covenants, shall be in effect for a term of one year, beginning on the first day of October, 2000 and extending through the thirtieth day of September, 2001, or through the option periods should DOE exercise the options to extend the agreement further in accordance with the provision of 7.a below. The exercise of any or all of the option periods is the unilateral right of the DOE.
 - a. DOE may extend the term of this Agreement for three years, with three one year options by written notice to the Recipient and the Bank provided that DOE shall give the Recipient and Bank a preliminary written notice of its intent at least 90 days before this Agreement expires. The preliminary notice does not commit DOE to an extension.
 - b. If the DOE exercises this option, the extended agreement shall be considered to include this option provision.

- c. The duration of the Agreement, including the exercise of any options under this covenant, shall not extend past September 30, 2006.
8. DOE, the Recipient, or the Bank may terminate this Agreement at any time within the agreement period upon submitting written notification to the other parties 90 (ninety) days prior to the desired termination date. The specific provisions for operating the account during this 90 (ninety) day period are contained in covenant (12).
9. DOE or the Recipient may terminate this Agreement at any time upon 30 days' written notice to the Bank if DOE or the Recipient, or both parties, find that the Bank has failed to substantially perform its obligations under this Agreement or that the Bank is performing its obligations in a manner which precludes administering the program in an effective and efficient manner or that precludes the effective utilization of the Government's cash resources.
10. Notwithstanding the provision of Covenants (8) and (9), in the event the contract (referenced in Recital (b) between the DOE and the Recipient is not renewed or is terminated, this Agreement between DOE, the Recipient and the Bank shall automatically be terminated upon the delivery of written notice to the Bank.
11. In the event of termination, the Bank agrees to retain the Recipient's special demand deposit account for an additional 90-day period to clear outstanding payment items. (For compensation by non-interest-bearing time deposit only.)

Within 7 days of the expiration of the Agreement term, an analysis of the special demand deposit account shall be made by DOE to determine whether an insufficient or excessive balance was maintained in the time deposit account to compensate the Bank for services rendered up to the expiration date.

- a. If the analysis indicates that the Bank has been insufficiently compensated for services rendered up to the expiration of the Agreement, the Recipient shall—
 1. Maintain on deposit, during this 90-day period, sufficient Federal funds to reimburse the Bank for prior cumulative loss of earnings, and
 2. Maintain on deposit in the time deposit account sufficient Federal funds to compensate the Bank for services rendered.
- b. If the analysis indicates that the Bank has been overcompensated for services rendered up to the expiration of the Agreement, DOE shall close out the time deposit account and secure from the Bank a payment in an amount equal to the cumulative excess compensation less compensation for estimated services to be rendered during the 90-day period.
- c. If cumulative excess compensation is not sufficient to compensate the Bank for services rendered during the 90-day period, adjustments shall be made to the time deposit account to compensate the Bank for the difference between the cost of services rendered during the 90-day period and the cumulative excess compensation.

This Agreement shall continue in effect for the 90-day additional period, with exception of the following:

1. Term Agreement (Covenant 7)
2. Termination of Agreement (Covenants 8 and 9)

All terms and conditions of the aforesaid bid submitted by the Bank that are not inconsistent with this 90-day additional term shall remain in effect for this period.

12. Any direction received by the Bank from DOE which alters any portion of the terms and conditions of this agreement, including the amount of the time deposit agreed to herein, shall not be valid unless signed by the Contracting Officer.
13. Contract Contents: In addition to this Schedule, the contract consists of:
 - Schedule of Bank Processing Charges
 - Calculation of Time Account Balance
 - Requirement Summary, dated May 1, 2000.
 - General Representations and Certifications: The representations and certifications dated June 16, 2000, as signed and submitted by the Bank in response to the RFP which resulted in the award of this contract are hereby incorporated by reference.
14. Reserved
15. Contract Modifications: This Contract contains the entire understanding between the parties, and there are no understandings or representations not set forth or incorporated by reference herein. No communication, written or oral, by other than a Fluor Contract Representative or DOE Contracting Officer shall be effective to modify or otherwise affect the provisions of the contract.

03/01/01 14:32
11/28/00 16:38

0305 370 3300
0509 353 7142

CR 11/28/00

IN WITNESS WHEREOF the parties hereto have caused this agreement which consists of 27 pages including the documents incorporated by reference in covenant 13 to be executed as of the day and year first above written.

9/28/2000
Date Signed

By G. F. Champlain
(Typed Name of Contracting Officer)

George F. Champlain
(Signature of Contracting Officer)

WITNESS

(Typed Name of Witness)

(Signature of Witness)

NOTE: In the case of a corporation,
A witness is not required. Type or
Print names under all signatures

Fluor Hanford, Inc.
(Typed Name of Recipient)

By E. W. Penn
(Name of Recipient's Representative)

John L. Jester
(Signature of Recipient's Representative)

Vice President
(Title)

P. O. Box 1000, Richland, WA 99352
(Address)

9/21/00
(Date Signed)

(Name of Witness)

(Name of Bank)

US BANK

(Name of Bank)

Joe Heinzelman
(Signature of Bank Representative)

(Signature of Witness)

Vice President, Relationship Manager

(Title) W. 428 Riverside Avenue
Spokane, WA 99202

(Address) 9/25/2000
(Date Signed)

Note: In the case of a corporation,
A witness is not required. Type or
Print names under all signatures.

11/28/00

14:32

509 353 7142

OR 11/28/00

NOTE

Bank, if a corporation, shall cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, M. Theresa Parry, certify that I am the Relationship Assistant of the corporation named as Bank herein; that Gail Heinselman, who signed this Agreement on behalf of the Bank, was then Vice President of said corporation; and that said Agreement was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

M. Theresa Parry
(Corporate Seal) (Signature)



Department of Energy
Richland Operations Office
P.O. Box 550
Richland, Washington 99352

01-PRO-393

MAY 03 2001

Mr. R. D. Hanson, President
Fluor Hanford, Inc.
Richland, Washington 99352

Dear Mr. Hanson:

CONTRACT NO. DE-AC06-96RL13200 – CONTRACT MODIFICATION M128

Enclosed for your files is a fully executed original Contract Modification Number M128.

Should you have any questions, please contact me at (509) 376-7265, or Alan Hopko at
(509) 376-2031.

Sincerely,

ORIGINAL SIGNED BY:

Sally A. Sieracki
Contracting Officer

PRO:AEH

Enclosure

bcc: PRO Off File
PRO Rdg File
CCC Rdg File
A. E. Hopko, PRO
Record Note: None
E:\Alan\Mod M128\Executed Mod M128

RECEIVED

MAY 03 2001

DOE-RL/RLCC

Office >	PRO	PRO				
Surname >	HOPKO	SIERACKI				
Date >	5/2/01	3 May 01				

(Please return to Rosie Garza 6-7736 A7-80/FED FAX 6-5378)

Document No. 27597